

Warranty Terms



DYNAMIC HOME REPAIR

LIFETIME HOME WARRANTY

Your Home. Our Business.

POWERED BY
Dynamic Home Protection Inc.

DYNAMIC
HOME
REPAIR

*Hey dealers, attach
your signed docs here!*

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Service Contract Program Registration

SERVICE CONTRACT HOLDER(S) INFORMATION

Name

Service Contract Number

Phone

Email

Address *complete only if Service Contract Holder's address is different from the Covered Home address*

COVERED HOME ADDRESS

Address

SERVICE CONTRACT INFORMATION

Home Purchase Date

Service Contract Anniversary Date
12-months after the home purchase date

**Manufacturer Warranty
Expiration Date**

Service Call Fee \$75

Home Purchase Price

DWELLING TYPE

Select the dwelling type being covered by this Service Contract:

Single Wide

Double Wide

Tiny Home

Modular

DEALER INFORMATION

Dealer Name

Dealer Phone

Dealer Address

CUSTOMER INITIALS

Submit all documents to

DynamicHomeRepair.com, claims@dynamichomerepair.com or Dynamic Home Repair,
1237 FRONT STREET, CONWAY AR 72032

SERVICE CONTRACT 101

WE, US, OUR, AND OBLIGOR

the company obligated under this Service Contract except in Florida, Dynamic Home Protection, Inc., located at 1237 Front St., Conway, Arkansas 72032. (800) 674-2604. In Florida, Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, Maryland 21094.

ADMINISTRATOR

Dynamic Home Protection, Inc., the company providing administration of this Service Contract.

BREAKDOWN

means the failure of any original or like replacement part covered by this Service Contract to perform as it was designed to perform in normal service, provided it has received customary maintenance as outlined in this Service Contract (does not include normal wear).

COST

means the usual and fair charges for parts and labor necessary to repair or replace the Covered Items, and shall not exceed manufacturer's suggested retail price for parts and labor allowances derived from nationally recognized labor time standards.

HOME

the covered home identified on Registration Page

DEALER

the entity identified as Dealer on Registration Page

SERVICE FEE

the fee that is due by You for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this Service Contract.

YOU, YOUR, AND THE CUSTOMER

the person(s) listed as Service Contract Holder(s) on Registration Page.

PURCHASE DATE means the home purchase date set forth on Registration Page.

COVERED ITEMS means the items listed in the We've Got You Covered section of this Service Contract.

REGISTRATION PAGE means page 2 of this Service Contract.

NORMAL WEAR means the gradual lessening of performance due to usage.

ANNIVERSARY DATE means the Service Contract anniversary date set forth on Registration Page.

SERVICE CONTRACT TERM begins on the Anniversary Date for a twelve month term subject to continuous twelve month renewals so long as the terms under this Service Contract are met.

SERVICE TEAM our employees or agents who will handle your claims.

SERVICE TECHNICIAN the entity assigned to provide service under this Service Contract.

PROOF OF MAINTENANCE a sharable record of each scheduled maintenance per the manufacturers specifications on all major systems and appliances.

This Service Contract is not a contract of insurance or a warranty subject to the Federal Magnuson Moss Act. Please read this Service Contract carefully, as it describes the protection You will receive under this Service Contract and it contains a Dispute Resolution/Arbitration Service Contract and Class Action Waiver. You must keep this Service Contract. You may be required to produce this Service Contract in order to obtain service. You must maintain the covered items as recommended by the manufacturer's owner's manual and product warranty. Refer to the Registration Form to determine the term of this Service Contract and if there is a Service Fee required to obtain service. You acknowledge Your understanding of the Limited Applicability of the Federal Magnuson-Moss Warranty Act as set out below in this Service Contract.

*This Service Contract is not offered in Rhode Island, Virginia, Washington or Hawaii.

HOW IT WORKS

AT ANY TIME:



There is a \$75 service fee for every service call.



Once paid, our service team will contact You to schedule Your Service Technician visit.



The Service Technician will make the repairs on the Covered Items if found to be in fact a factory defect, The Service Technician will make the repairs on the Covered Items up to the allotted amount.

ANNUALLY:



You will be required to perform scheduled maintenance per the manufacturers' specifications on all major systems and appliances. You will also be required to maintain record of each scheduled maintenance as Proof of Maintenance and provide a copy upon request.



For the Home's HVAC system, You will be required to provide Annual Proof of Maintenance. (See YOUR HOME ANNIVERSARIES – YEAR TWO for more information)

NOTE: If the repair for the Covered Item is over the allotted amount (See Sec. WE'VE GOT YOU COVERED"), a replacement allowance not to exceed the allotted amount will be paid to You.

Proof of purchase of a new appliance is required to be provided to the Administrator in the form of a purchase receipt within thirty (30) days.

NOTE: For appliances and systems over ten (10) years old: If the repair is over \$300 or parts are not available to repair the equipment, a \$300 replacement allowance will be paid to You.

WE'VE GOT YOU COVERED

MAJOR APPLIANCES AND SYSTEM COMPONENTS*	Per System	Aggregate Maximum Per Year
DISHWASHER ¹	\$500	\$3,000
KITCHEN REFRIGERATOR ²	\$500	
ICE MAKER & DISPENSER ³	\$500	
KITCHEN EXHAUST FAN ⁴	\$500	
RANGE/OVEN/COOKTOP ⁵	\$500	
TRASH COMPACTOR ⁶	\$500	
BUILT-IN MICROWAVE OVEN ⁷	\$500	\$1,500
CEILING FAN ⁸	\$500	
GARBAGE DISPOSAL ⁹	\$500	
HVAC		
AIR CONDITIONING ¹⁰	\$1,000	\$3,000
DUCTWORK ¹¹	\$500	
HEATING SYSTEM/HEATING PUMP ¹²	\$1,000	
PROGRAMMABLE THERMOSTAT ¹³	\$500	

WHAT'S COVERED

ELECTRICAL

INTERIOR ELECTRICAL¹⁴

\$500

\$500

PLUMBING SYSTEM

INTERIOR PLUMBING¹⁵

\$500

\$1,000

WATER HEATER¹⁶

\$500

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

Limitations do apply to certain Covered Items under this Service Contract. For those items listed in the table above, we've provided an exhaustive list of specifically what is Covered. If the Covered Item part is not listed below, it is not Covered.

1. We will cover up to \$500. COVERED: heating element, pump, thermostat, thermal fuse, washer, drain valve, motor assembly, door switch interlock, timer, float switch, inter valve, internal hoses, control panel, and related electrical parts.
2. We will cover up to \$500. COVERED: condenser, defrost heating element, thermostat, fuse, relay, transformer, motor, compressor, timer, fan control, bearings, pump motor, switches, electrodes, semi-conductors, rectifiers, valves, and electronics circuits.
3. We will cover up to \$500. COVERED: mold and heater assembly, refill bearing, ice stripper, heating element, microswitch, ejector, wiring harness, ejector motor, mounting module, ejector gear, and lever arm.
4. We will cover up to \$500. COVERED: all internal related electrical parts, including belts, fan motors, motors, switches, relays, and control boards.
5. We will cover up to \$500. COVERED: surface gas valves, main burner, pilot burner, oven safety valves, burner tubes, spark modules, electric infinite switches, thermocouple, manifold transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, surface unit controls, programmed cooking controls, heating elements, and internal wiring.
6. We will cover up to \$500. COVERED: removable buckets, and lock and key assemblies.
7. We will cover up to \$500. COVERED: door interlock electrical switch, touch pad/controller, diode, control board, transformer/inverter, stirrer motor, magnetron fan motor, and related electrical parts.

8. We will cover up to \$500. COVERED: ceiling fan motors and controls (replaced with builder's standard).
9. We will cover up to \$500. COVERED: all mechanical and electrical components and parts.
10. (Electric only) We will cover up to \$1,000. Coverage is available on residential cooling systems not exceeding a five (5) ton capacity. COVERED: condenser, defrost heating element, standard thermostat, fuse, relay, transformer, motors, compressor, pulleys, timer, fan control, bearings, fluid pump, switches, electrodes, semi-conductors, rectifiers, and electronic circuits.
11. We will cover up to \$500. COVERED: accessible ductwork from cooling and/or heating unit to point of attachment to registers or grills.
12. (Gas or Electric) We will cover up to \$1,000. COVERED: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, fuse, transformer, relay, igniter, sensor, motor, power pack, bearings, pulleys, fan control, pressure control, pressure gauge, low water cut-off, sight glass, coupler, power pile, fluid pump, blower, and heat coil. Only natural gas/propane space heaters used for heating Customer's entire residence are covered as central heat. [NOTE: For cooling or heating systems over ten (10) years old: If the repair is over \$600 or parts are not available to repair the equipment, a \$600 replacement allowance will be paid to You. This allowance will increase by \$50 for each full year You have an active Service Contract up to a maximum of \$1,000. Proof of purchase of a new heating or cooling system is required to be provided to the Administrator in the form of a purchase receipt within sixty (60) days.]
13. We will cover up to \$500. COVERED: electronic or programmable thermostat that works in conjunction with a covered heating system or air conditioning/cooler or built-in wall unit.
14. We will cover up to \$500. COVERED: all interior AC wiring including receptacles, switches, fuses, and single or two pole breakers.
15. We will cover up to \$500. COVERED: all interior plumbing including angle stops, risers, waste vents, p-traps assemblies, and interior hose bibs.
16. (Gas or Electric) We will cover up to \$500. COVERED: gas valve, main burner, limit control, pilot burner, thermocouple, flame spreader, regulator, standard thermostat, manifold, relief valve, vent damper, and electrical heating element

Under this Service Contract, You are limited to repairs occurring within the Term of this Service Contract, not to exceed the claims limits identified in the table above during any contiguous twelve (12) month period.



OBTAINING SERVICE

Here's how to get started:



Contact Us
before repairs

Schedule an
appointment

Pay service fee,
or repair cost

Get it fixed

Obtaining Service Details

1. You are required to receive prior approval from Us before service work can be performed under this Service Contract. You should notify Us as soon as the problem is discovered. We will accept service calls from 8:00 AM to 5:00 PM CST Monday through Friday at (800) 674-2604, or You may file Your claim online 24 hours a day/7 days a week at claims@dynamichomerepair.com. If there is an after-hours emergency, You must send an email to claims@dynamichomerepair.com, outlining the details of the issue, or call Our emergency number, 800-674-2604, option 4. Notice of any malfunction must be given to Us prior to expiration of this Service Contract.
2. **EMERGENCY REPAIR:** In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing, or a substantial loss of electrical service, or any other covered condition which renders a dwelling uninhabitable, it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary, and then notify Us of such fact through the use of the toll-free number provided to You in this Service Contract or email the Registration Page to claims@dynamichomerepair.com. Appliance failure is not considered an emergency. If the determination has been made by Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded, and insured service professional You selected to repair or replace covered failures and repairs.
3. Upon request for service, We will contact an authorized Service Technician within two (2) days during normal business hours and four (4) days on weekends and holidays. The authorized Service Technician will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request Us to perform non-emergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.
4. We have the sole and absolute right to select the Service Technician to perform the service, and We will not reimburse for services performed without prior approval.
5. You will pay up to a \$75 Service Fee per claim or the actual repair cost, whichever is less. The Service Fee is for each visit by Our approved Service Technician and is payable to Our approved Service Technician at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Technician is in route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of this Service Contract until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the Service Contract term will not be extended.
6. If service work performed under this Service Contract should fail, then We will make the necessary repairs without an additional Service Fee for a period of thirty (30) days on parts and labor.

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SCHEDULED MAINTENANCE MAINTAINING COVERAGE

Here's what you do:



Always keep us updated with your latest contact information

claims@dynamichomerepair.com
800-674-2604

Year One



We contact you 60 days before your anniversary



Need Something Fixed?

We will ask you to contact your dealer to file a claim and get it fixed.



Everything Good?

You complete a form that says everything is in working order.

Easy right?

Year Two and Every Year After



We contact you 30 days before your anniversary



Get your annual HVAC Service



Send us a copy of your HVAC Service

Your Home Anniversaries

**Please note, We will always make every effort to contact You for all Your Service Contract needs. It is Your responsibility to ensure that We have been provided Your most current and accurate contact information at the time You purchase Your Home or at any point thereafter. Please contact Us at Claims@dynamichomerepair.com or (800) 674-2604 if you need to update the way that We may reach You.

FIRST ANNIVERSARY

Sixty (60) days prior to Your first Anniversary Date our Service Team will contact You by phone, text or email via the contact information set forth on the Registration Page. At this time, You will be asked about the status of the home and whether there is anything within the home that needs to be repaired. You are not obligated to submit a claim at this time.

If YES: You will be required to contact your Dealer to file a claim because Your home remains covered by Your home's manufacturer's first year limited warranty. We will also ask that you notify Us once the issue is resolved to ensure the item was properly functioning at the time this Service Contract goes into effect. Alternatively, if the issue remains unresolved, the item shall not be covered due to a preexisting condition.

If NO: You will be required to confirm all items under this Service Contract are in working order by completing Our confirmation form. The confirmation form will be sent to the email address set forth on the Registration Page. If You prefer to complete a paper form, You may do so by requesting one from Our Service Team and confirming Your mailing address. Please note additional postage may apply.

Please note – You are obligated to complete one of the two actions listed above within thirty days after Your first Anniversary Date. Failure to either 1) file a claim with your Dealer/Manufacturer or 2) confirm all Covered Items are in working order shall void this Service Contract.

SECOND ANNIVERSARY AND EVERY ANNIVERSARY THEREAFTER

Thirty (30) days prior to Your second Anniversary Date and subsequent anniversaries, our Service Team will contact You to inform You that Your Annual Proof of Maintenance is due.

You will be required to complete Our online confirmation form. The form will require that You certify that You have maintained all Covered Items under this Service Contract according to factory specifications and suggested maintenance schedules, which include major home systems and appliances.

You will also be required to provide Us with proof of an annual HVAC tune up where a licensed HVAC company completed the annual maintenance.

You may email Us a copy of Your confirmation form and HVAC Annual Proof of Maintenance at Claims@dynamichomerepair.com. You may also mail Us a copy to the following address:

Dynamic Home Repair – Claims Dept.
1237 Front Street
Conway, AR 72032

Failure to provide the confirmation form and HVAC tune up proof within thirty days of an Anniversary Date shall automatically terminate this Service Contract

OUTSIDE THE COVERAGE ZONE

What's Not Covered

The list in this section is not an all-inclusive list. This list does not in any way limit Our right to decline coverage for items not specifically mentioned.

Costs covered by any other warranty or a repairer's guarantee, regardless of whether such other warranty or guarantee is honored.

Maintenance services and parts described in the manufacturer's maintenance schedule in the owner's manual for a Covered Item.

Anything not listed in the "We've Got You Covered" section of this Service Contract

Glass, glass framework light bulbs, trim, moldings, caulking, furnishings, and paint.

Breakdown of a Covered Item used for commercial purposes, including but not limited to temporary rental.

Breakdown of a Covered Item used as a rental, including but not limited to: Airbnb, daily rentals, and living rentals.

Aftermarket accessories or nonoriginal equipment, component and systems nonoriginal to the manufacturer, including but not limited to: home security systems, enhanced electrical systems such as home theater/entertainment systems or outlet additions, radio or speaker equipment, and telecom or internet connection lines (CAT5, Coax, LAN line, etc.).

Repairs performed without prior notification by You and authorization by Us

Repairs to correct a cosmetic imperfection

Breakdowns resulting from the failure to protect Your Covered Item from further damage after a breakdown occurs.

Breakdowns resulting from the failure of a non-covered component.

Breakdowns that are caused by any condition that is not considered to be normal wear and-tear such as but not limited to: Misuse, abuse, or improper usage; Lack of capacity or insufficient or undersized systems or components; Improper previous repairs or modifications; Missing parts, components, or equipment; Fire, freezing, hail, wind damage, water damage, lightning, smoke, earthquakes, mudslides, soil movement, other acts of nature, accidents, or any other risk covered by homeowner's insurance; Manufacturer or builder defects; Chemical, soap, or sedimentary build-up (except water heaters); or Pest or pet damage.

Pre-existing defects or conditions, whether known or unknown.

Hotel and/or travel expenses.

Car and/or trailer rental expenses.

Expenses related to the disposal of environmentally unsafe materials.

Failure of parts or components caused by the lack of manufacturer recommended maintenance of Items Covered under this Service Contract.

Secondary, consequential, or incidental damages resulting from the malfunction of any covered item such as but not limited to: food spoilage, loss of income, utility bills, additional living expenses, or the restoration or repair of walls, ceiling, flooring, cabinets, countertops, or painting.

Any liability for property damage or injury or death of any persons arising out of the operation, maintenance or use of Your Covered Items, whether related to the parts covered or not covered. Loss of time, profit, inconvenience, or any other loss that results from a failure.

Any consumable part, including but not limited to: light bulbs, fuels, filters (including carbon media), remote controls or batteries or failure due to batteries; any removable components and components which do not affect the primary function of the Covered Product; or customer education.

Electronic, computerized home management systems such as but not limited to: energy, lighting, comfort, appliance, or pool management systems.

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

Solar heating systems, fireplaces, chimneys, heat lamps, fuel storage tanks, liners, registers, grills, timers, flues and vents, filters, improperly sized heating systems, expansion tanks, free-standing or portable heat units. All components and parts relating to geothermal, water source heat pumps, and pellet stoves

Solar water heaters, oil-fired water heaters, secondary holding or storage tanks, anode rods, noise, thermal expansion tanks, fuel storage tank, heat recovery units, flues, piping, insulation, and T&P discharge lines.

Clocks, meat probe assemblies, rotisseries, racks, handles, knobs, sensi-temp burners, orifices, burner caps, burners, cosmetic issues such as scratches, dents, chipping, or breakage to an oven door or glass/ceramic cooktop.

Countertop units, door glass, clocks, filters, door handle, rotisseries, interior linings, or cosmetic issues such as scratches, dents, or chipping.

Chilled water dispensing and respective equipment, defrost drain tubes, gaskets, seals, doors, ice makers and controls, filters, door handle, food spoilage, media centers, or cosmetic issues such as scratches, dents, or chipping.

Springs, hinges, liners, baskets, racks, rollers, handles, or shelves.

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

Rooftop exhaust units, filters, or cosmetic issues such as scratches, dents, or chipping.

Fixtures; attic or whole house exhaust fans; door bells; intercom systems; alarm systems; audio/video/computer wiring or cable; direct current (DC) wiring and systems; exterior wiring and components; telephone wiring; inadequate wiring capacity; power failure/shortage or surge; low voltage systems (including wiring and relays); load control devices; electrical generation systems; solar electrical systems; timers; touch pad assemblies; remote controls or failure caused by circuit overload.

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

Insulation; asbestos covered ductwork; registers; grills; dampers; improperly sized ductwork; diagnostic testing of, or locating leaks to ductwork, including as required by any law, regulation, ordinance or code or when required due to the installation or replacement of system equipment; ductwork outside the perimeter of the home or crawl space; collapsed or crushed ductwork; ductwork damaged by moisture or rodents/animals/insects. We will only repair unobstructed and accessible ductwork. Obstructions include, without limitation, walls, floors, ceilings, built-in appliances, systems, and cabinets.

Remote transmitter units, light fixtures on ceiling fans, removable attachments, and wall fans.

Problems and/or jams caused by bones and foreign objects other than food.

Damage caused by fire, theft, vandalism, riot, explosion, lightening, earthquake, windstorm, hail, water, freezing, or flood.

Common systems or systems and appliances in common areas of multi-family dwellings and mobile home parks.

Peripherals, adjunct devices, or any device that is detachable from Your Covered Item's housing.

Damage to, failure of, or defect in cosmetic or non-operational components that do not inhibit the proper operation and performance of a Covered Item such as, but not limited to, appearance parts or decorative finishing.

Limit of Coverage Liability & Conditions

1. We will not pay more than the current market value for any appliance, system, or item unless otherwise noted in the We've Got You Covered Section. (See Appliance and System Components Section.)
2. Our obligation to pay for the repair or replacement of covered appliances, systems, or items are subject to the respective limits for each component and will not exceed, in the aggregate, \$9,000 per Service Contract Term.
3. We have the sole right to determine whether a Covered Item needs to be repaired or replaced. If We decide to replace the covered appliance, item, system, or electronic equipment, We are responsible for replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. We are not responsible for like-for-like replacement of appliances if the appliance contains any features that do not contribute to the appliance's primary function including, without limitation, TV's or Radios in Refrigerators.
4. We reserve the right to offer cash settlement in limited circumstances, including but not limited to, unavailability of parts, obsolescence, or similar circumstances when repair or replacement is not feasible. Cash settlements will be based on what We would ordinarily expect to pay for the same part or labor, which may be less than actual retail cost up to the Limit of Coverage Liability.
5. All equipment covered by this Service Contract must be in good working condition as of the Service Contract Effective Date and be reasonably clean and accessible at the time of service. This Service Contract does not cover pre-existing conditions, defects, or deficiencies as determined by an in-home inspection.
6. We reserve the right to obtain a second opinion at Our expense.
7. We reserve the right to use qualified Service Technicians, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of Our obligation under the terms of this Service Contract.
8. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component. The use of non-original manufacturer parts is permitted under this Service Contract.
9. We are not a Service Technician and are not Ourselves undertaking to repair or replace any such systems or components.
10. In the event that there is any other collectable insurance, Service Contract, warranty, or guaranty coverage available to You covering a loss also covered by this Service Contract, this Service Contract will pay in excess of and not contribute with other insurance, Service Contract, warranty, or guaranty. We will not pay for parts covered under a manufacturer's warranty.



THE LEGAL STUFF

Exclusions

WE ARE NOT RESPONSIBLE FOR:

- A. The performance of routine maintenance including the cleaning of coils, clearing drain lines, changing filters or adding/draining refrigerant for appliances or HVAC units.
- B. Breakdowns, failures, or stoppages due to chemical or sedimentary build up or failure to clean or maintain as specified by the equipment manufacturer.
- C. Missing parts or structural changes, or any foundation or structural repairs.
- D. Any appliance or system deemed or classified by the manufacturer as commercial.
- E. Upgrades, nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing different equipment.
- F. The restoration of wall coverings, floor coverings, tiles, countertops, paint, cabinets, or the like, or the repair of any other cosmetic defects.
- G. Consequential, secondary, indirect, or direct damages, injury or illness including, but not limited to, loss of income, utility bills, additional living expenses, personal and/or property damage caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond Our control.

- H. The lack of capacity, adequacy, efficiency, design, or improper installation of any system, appliance, or electronic equipment.
- I. Any material, parts or labor required as a result of: abuse, misuse, vandalism, freezing, fire, wind, water, lightening, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding.
- J. Any material, parts or labor required for: damage caused by equipment not covered; damage to exterior surfaces; repairs covered by manufacturer's recall, warranty, or other Service Contract. This Service Contract does not cover accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items, such as filters.
- K. Failures due to rust or corrosion within the first sixty (60) days from the date of initial Service Contract Purchase Date.
- L. Any service or repair associated with hazardous material treatment, removal, or disposal.
- M. Electronic or computerized home management systems including, but not limited to, energy, lighting, security, appliances, entertainment, comfort, or audio systems.
- N. The diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair, or replacement of a Covered Item.
- O. Any costs or fees associated with use of cranes needed to install or remove any equipment located on the roof.
- P. Failures due to an inherent design flaw from the manufacturer.
- Q. Sewage backup.

Laws, Codes, & Regulations

This Service Contract does not cover correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation, or ordinance. We are not responsible for service when permits cannot be obtained, nor will We pay any costs relating to permits.

Plan Terms & Conditions

You acknowledge that You have carefully read, understood, and agree to the terms and conditions set forth herein. Please retain this document for Your records. These terms and conditions constitute the entire Service Contract between the parties to this Service Contract, inclusive of all obligations and duties. This is not a contract of insurance.

Coverage Term

Coverage under this Service Contract begins on the First Anniversary Date subject to you providing the confirmation form and HVAC tune up proof. If you fail to provide those documents within thirty days of the First Anniversary Date, then this Service Contract is void.

If you provide the confirmation form and HVAC tune up proof within thirty days of each Anniversary Date, then this Service Contract shall remain in force for the next twelve months, subject to renewal upon providing a confirmation form and HVAC tune up proof within thirty days of the next Anniversary Date.

During the Coverage Term, We will arrange for an authorized Service Technician to service, repair, or replace Covered Items, due to a Breakdown. This Service Contract provides coverage only for those items specifically listed in the chart above and excludes all other items. Coverage is subject to limitations and conditions specified in this Service Contract.

What Your Contract Covers

The provisions of this Service Contract provide for the service, repair, or replacement of the covered parts and labor due to a Breakdown.

The appliance(s) or system(s) must be:

1. Located within the confines of the main foundation of the home.
2. New and in good working order on the Home Purchase Date.
3. Properly maintained.
4. For replacement, installed during the coverage period.
5. Domestic grade (meaning those items manufactured and marketed solely for use in a residential single-family dwelling). This Service Contract does not cover costs for maintenance.

This Service Contract only covers residential manufactured homes less than 5,000 square feet. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity, or anyone other than the original homeowner and purchaser of this Service Contract, are not covered. Common areas or items shared by non-purchasers of this Service Contract will not be covered.

Your Responsibilities

You are responsible to operate covered systems and appliances and perform any manufacturer required maintenance on covered equipment according to the guidelines located in their respective Owner's Manual.

When a failure occurs, turn the Covered Item off and protect it from further damage and immediately initiate a service request via our website or by calling 1-800-674-2604. Should You fail to take reasonable measures to mitigate further damage to protect the Covered Item from further damage and notify Us by initiating a service request, all consequential damage shall not be covered.

You, as the Service Contract Holder, are obligated to provide information relating to the cause, nature, and timing of any breakdown. This information may include inspection reports, real estate contracts, and repair invoices.

Contact Information: Annually and throughout the year, our Service Team will contact You regarding Your Service Contract annual renewal requirements, as well as contact You regarding any service repair related work in connection with your Home's Service Contract. To ensure that our Service Team is able to properly contact You, **You must ensure that you have provided accurate information. It is your responsibility to do so.**

Maintenance Requirements: To keep this Service Contract in effect, You must follow the standard maintenance procedures found within the Owner's Manual of every Covered Item. If further servicing requires specialized skill or knowledge to maintain the item covered under this Service Contract, the required maintenance must be performed by a professional licensed technician. Failure to follow these procedures and maintain proof thereof as required by this Service Contract will result in denial of coverage and Your Service Contract will be void.

Prevent Further Damage: In the event of a Covered Item breakdown or normal wear and tear requiring a service request, You shall use reasonable means to protect the Covered Item from further damage.

Obtaining Authorization: You must obtain authorization from Us by initiating a service claim by calling the number listed on the Declarations Page prior to any repair being performed. Claims may also be emailed at **Claims@DynamicHomeRepair.com** or submitted at www.DynamicHomeRepair.com. If a repair is performed in the evening, on a weekend, or on a holiday, You must contact Us the following business day to receive further instructions.

Pay for Certain Repairs: After repairs are completed to Your reasonable satisfaction, You must pay the cost of any repairs not covered by this Service Contract. We will make a reasonable effort to handle billing directly with the repairer. However, if the repairer will not bill Us directly, You may be required to pay for the cost of covered repairs and submit Your own claim for reimbursement.

Emergency Repair Section

In the event of an Emergency Repair outside normal business hours that involves loss of heating, cooling, plumbing, a substantial loss of electrical service, or any other covered condition which renders a dwelling uninhabitable, it will be considered a temporary emergency condition. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary, and then notify Us of such fact through the use of the toll-free number provided to You in this Service Contract or email the Administrator with contact and Service Contract information at **Claims@dynamichomerepair.com**. Appliance failure is not considered an emergency. If the determination has been made by the Administrator that the failure is covered, We will give the proper authorization to the licensed, bonded, and insured service professional You selected to repair or replace covered failures and repairs.

Limitations on Claims

Claim Limits: In no event shall We be liable for claims that exceed the claim limits. All claims combined are subject to the Aggregate Limit during any contiguous twelve (12) month period. Dynamic Home Repair Lifetime Coverage does not cover a failure in a Covered Item caused by improper installation or repair before or after the Service Contract start date. Coverage does not cover pre-existing failures, both known and unknown.

Replacement: If We determine, at Our sole discretion, that Your Covered Item cannot be repaired, We will provide a replacement of like kind and quality, or, at Our sole discretion, issue a check made payable to You in an amount, as determined by Us, up to the limits indicated on the Declaration Page and this will satisfy Our full obligation under this Service Contract. When making replacements, We are responsible for installing replacement equipment and parts of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. We are not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.

Second Opinions: We reserve the right to obtain a second opinion at Our expense. In the event that We inform You the malfunction is not covered, You have the right to request a second opinion of the cause of the malfunction. You must ask Us for a second opinion from another Dynamic Home Repair authorized Service Technician within seven (7) days from the time We informed You the malfunction was not covered. If the outcome of the second opinion is different from the first opinion, You will not owe an additional service fee. If You request a second opinion, You will be responsible for the payment of an additional service fee only if the outcome of the second opinion is the same as the initial opinion.

Limitation of Liability

This Service Contract sets out the full extent of Our responsibilities. Neither the Obligor nor the Administrator shall be liable for special, indirect, incidental, punitive, or consequential damages (including, without limitation, damages for loss of business profits, business interruption, expenses arising out of third party claims, loss of use of the covered product, inconvenience, or any other loss), whether or not caused by or resulting from breach of contract, negligence, or other wrongful act or omission, even if it has been advised of the possibility of such damages. Neither the Obligor nor the Administrator authorize any person or entity to create for them any other obligation or liability in connection with this Service Contract.

Permits & Other Fees

We will pay up to \$250 per occurrence to acquire legally required permits and/or to correct code violations in conjunction with a replacement covered by this Service Contract.

You may be responsible for the payment of additional fees not covered according to the terms and conditions of the Service Contract. These fees may include, but are not limited to:

- Costs related to refrigerant recapture, reclaim, and disposal;
- The cost of construction, carpentry, or other structural modifications made necessary by existing or installing different equipment;
- Relocation of equipment;
- The costs of testing required by statute or regulation associated with the repair or replacement of Covered Items or components.

Access Limitations

Except if specifically described herein, this Service Contract does not cover additional costs of gaining access to and closing access from the repair of Covered Items; nor does it provide for restoration of walls, floor coverings, ceilings, cabinets, or for cosmetic items.



Where covered repairs require access to plumbing, We will only provide access to plumbing systems through interior unobstructed walls, ceilings, and floors; and, if the area around the access hole has not sustained consequential damage from the water leak, We will restore access openings to a "rough" finish only (consequential damage is covered by homeowner's insurance). This Service Contract does not cover access through an exterior wall. This Service Contract also does not cover diagnosis, repair, or replacement for leaks in water, drain, gas, or polybutylene piping that are underground or obstructed by concrete or any other solid surface.

Where covered repairs require access to ductwork, We will only provide access to, and sealing of ductwork through interior unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the ductwork is accessible only through a concrete floor, wall, or ceiling, We will pay up to \$500 per contract term for access to, repair to, or replacement of such ductwork, including returning access openings to a rough finish. This Service Contract does not cover access through an exterior wall.

Termination

This Service Contract terminates when (a) ownership of the home is transferred to a new owner, (b) you fail to provide the confirmation form and HVAC tune up proof within thirty days of the Anniversary Date or (c) fail to meet Your obligations under this Service Contract.

Transferability

This Service Contract is non-transferable to a new owner. This Service Contract is non-transferable to a new address.

Force Majeure

We will not be held responsible for any delay or failure in performance under any part of this Service Contract to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, or other similar cause beyond Our control.

Dispute Resolution/ Arbitration Service Contract & Class Action Waiver

ARBITRATION IS A METHOD OF RESOLVING ANY CLAIM WITHOUT FILING A LAWSUIT. PLEASE READ THIS DISPUTE RESOLUTION/ARBITRATION SERVICE CONTRACT AND CLASS ACTION WAIVER, INCLUDING THE OPT-OUT PROVISION, CAREFULLY TO UNDERSTAND YOUR RIGHTS. IT REQUIRES THAT CLAIMS (AS DEFINED BELOW) BE RESOLVED SOLELY THROUGH BINDING

ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY A JURY OR IN A CLASS ACTION.

Mandatory Arbitration: We and You will attempt in good faith to resolve any controversy or dispute arising out of or relating to this Service Contract through direct discussions. If these discussions are unsuccessful, all disputes or claims between the parties arising out of the Service Contract or the parties' relationship shall be resolved by final and binding arbitration administered through the American Arbitration Association ("AAA") under the AAA Commercial Arbitration Rules. Copies of the AAA Rules and forms can be obtained at www.adr.org or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. The parties expressly agree that this Service Contract and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule. By entering into this Service Contract, the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding.

Class Action Waiver: Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

If any portion of this Arbitration Service Contract is deemed invalid or unenforceable, all the remaining portions of this Arbitration Service Contract shall nevertheless remain valid and enforceable, provided, however, that if any portion of the Class Action Waiver is deemed invalid or unenforceable, then this Arbitration Service Contract shall be invalidated and unenforceable in its entirety. In the event of a conflict or inconsistency between this Arbitration Service Contract and Class Action Waiver and the other provisions of this Service Contract or any other Service Contract, this Arbitration Service Contract and Class Action Waiver governs.

OPT-OUT PROVISION. YOU SHALL HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION SERVICE CONTRACT AND CLASS ACTION WAIVER BY PROVIDING

WRITTEN NOTICE OF YOUR INTENTION TO DO SO TO US WITHIN THIRTY (30) DAYS OF THE ISSUANCE OF THIS SERVICE CONTRACT (THE PURCHASE DATE BEING INDICATED ON THE REGISTRATION PORTION OF THIS SERVICE CONTRACT AND RECEIPT FROM THE SELLING DEALER)

To opt out, You must send written notice to either: (1) 1237 Front Street, Conway, Arkansas, Attn: Legal or (2) legal@DynamicHomeRepair.com, with the subject line, "Arbitration Opt Out." You must include in Your opt out notice: (a) Your name and address; (b) the date You purchased Your Service Contract; and (c) the Seller. If You properly and timely opt out, then all Claims will be resolved in court rather than arbitration.

Service Contract Not Required for Financing or Purchase: You are not required to purchase this Service Contract as a condition of financing or purchase of your home.

EXCEPT IN FLORIDA, THE OBLIGOR IS INSURED BY LEXINGTON NATIONAL INSURANCE CORP, 11426 YORK RD, COCKEYSVILLE, MD 21030 (888) 888-2245.

If the Obligor fails to pay an authorized claim within sixty (60) days, or if the Obligor becomes insolvent or ceases to conduct business during the term of this Service Contract, YOU MAY submit YOUR CLAIM directly to the insurer at the above address for consideration.

No Deductible: There is no deductible applicable to this Service Contract. There is, however, a \$75 Service Fee for any Service Technician visit.

Rights of Recovery: We may require You to assign Us Your rights of recovery against others. We will not pay for a claim if You impair these rights to recover. Your right to recover may not be waived.

Our Right To Recover Payment: If You have a right to recover against another party for anything We have paid under this Service Contract, Your rights shall become Our rights. You shall do whatever is necessary to enable Us to enforce these rights. We shall recover only the excess after You are fully compensated for Your loss.

LIMITED APPLICABILITY OF THE FEDERAL MAGNUSON-MOSS WARRANTY ACT:

You agree and acknowledge that You have not paid an additional fee for this Service Contract that is separate and apart from the purchase price You paid for the Covered Item. Because of that separately stated consideration, You agree and acknowledge that this Service Contract is not part of the basis of the bargain for Your purchase of the Covered Item. You further agree and acknowledge that We, the Administrator/ Obligor under this Service Contract, are not the supplier of the Covered Item. Consequently, this Service Contract is not a "written warranty" under the federal Magnuson-Moss Warranty Act. As a result, this Service Contract is not subject to the provisions of the Magnuson-Moss Warranty Act that apply only to a "written warranty."

State or Federal Law: If there is a provision in this Service Contract that is deemed

to be in violation of state or federal law, then state or federal law supersedes that provision. This Service Contract gives You specific legal rights, and You may also have other rights which vary from state to state.

STATE REQUIREMENTS AND DISCLOSURES:

The following additional terms and conditions apply only to Service Contracts originating within the states indicated below and shall govern to the extent of any express conflict with a provision above. This Service Contract gives You specific legal rights and You may also have other rights which vary from state to state. Additional terms and conditions applicable only to a Service Contract originating within the states where the Home is located shall govern to the extent of any express conflict with a provision within this Service Contract. We do not authorize any person to create for Us any other obligation or liability in connection with Your Home.

Arizona: Arbitration section is amended as follows: Arbitration cannot be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. §20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 102, Phoenix, AZ 85007, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §20-1095.04 and/or §20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 602-364-2499 (within the Phoenix Metropolitan Area) or toll free at 800-325-2548 (within Arizona, but outside the Phoenix Metropolitan Area). Exclusions listed in the Service Contract apply once the Covered Product is owned by You.

Limit of Liability and Conditions, 4., is revised to include: This Service Contract does not exclude pre-existing conditions if such conditions were known or should reasonably have been known by Us or the person selling the Service Contract on Our behalf.

Appliance and System Components is revised to delete the following: Those items listed as "Not Covered" are examples and not an all-inclusive list. This listing does not in any way limit Our right to decline coverage for items not specifically mentioned.

Colorado: Actions under this Service Contract may be covered by the Colorado Consumer Protection Act or the Unfair Practices Act, and You may have a right of civil action under those laws.

Connecticut: If You purchased this Service Contract in Connecticut, You may pursue arbitration to settle disputes between You and the provider of this Service Contract. You may mail Your complaint to: State of Connecticut, Insurance Department, P.O. Box 816, Hartford, Connecticut 06142-0816, Attention: Consumer Affairs. The written complaint must describe the dispute, identify the price of the product and cost of repair, and include a copy of this Service Contract.

If the Covered Property is in Our custody and this Service Contract expires, this Service Contract is automatically extended until the repairs are completed.

If the Covered Property is sold during the term of this Service Contract, You may transfer this Service Contract to the new owner by mailing, and providing the date of new ownership, new owner's name, complete address, and telephone number and an Administrator fee of \$40 payable to Administrator. A copy of the Service Contract is available upon request.

The rate charged for this Service Contract is not subject to regulation by the Florida Office of Insurance Regulation.

Arbitration section is amended to add the following: Arbitration proceedings shall be conducted in the county in which the consumer resides.

Iowa: The issuer of this Service Contract is subject to regulation by the insurance division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division.

Kentucky: This Service Contract is covered by a reimbursement insurance policy issued by Lexington National Corporation, P.O. Box 6098, Lutherville, Maryland 21094, 888-888-2245. You are entitled to make a direct claim against the insurer if We fail to pay any covered claim within sixty (60) days after the claims has been filed.

Mississippi: IMPORTANT NOTICE ABOUT YOUR COVERAGE

This Service Contract includes a binding Arbitration Service Contract.

The results of the Arbitration are final and binding on You and Us.

In an Arbitration, one or more arbitrators, who are independent, neutral decision makers, render a decision after hearing the positions of the parties.

When You become an Service Contract holder under this Service Contract, You must resolve any dispute related to the Service Contract by binding arbitration instead of a trial in court, including a trial by jury

Binding arbitration generally takes the place of resolving disputes by a judge and jury.

Should You need additional information regarding the binding arbitration provision in the Service Contract, You may contact Our toll free assistance line at (800) 674-2604.

Nevada: In emergency situations that defects immediately endanger the health and safety of You, and the Administrator determines that repairs cannot practicably be completed within three (3) calendar days after the report of the claim, Administrator will provide a status report to You and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim that will include: 1) A list of the required repairs or services, 2) the primary reason causing the required repairs or services to extend beyond the three (3) day period, 3) the current estimated time to complete the repairs or services; and 4) contact information for You to make additional inquiries concerning any aspect of the claim and a commitment by You to respond to such inquiries no later than one (1) business day after such an inquiry is made. Repairs will commence within twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If You are not

satisfied with the manner in which We are handling the claim on the Service Contract, You may contact the Nevada Commissioner by use of the toll-free telephone number (888) 872-3234. Refer to Your Registration Page, sales receipt or invoice for the purchase price of this Service Contract.

New Hampshire: In the event You do not receive satisfaction under this Service Contract, You may contact the New Hampshire Insurance Department at 21 South Fruit St. Suite 14, Concord, New Hampshire, 03301 or by calling 800-852-3416.

Oklahoma: This Service Contract is not issued by the manufacturer or wholesale company marketing the product. This Service Contract will not be honored by such manufacturer or wholesale company. This Service Contract is not a contract of insurance. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association.

ARBITRATION – While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

Oregon: Unless otherwise required by the laws of the state where the Covered Property is located, this Service Contract shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Upon failure of the Obligor to perform under the Service Contract, the insurer shall pay on behalf of the Obligor any sums the Obligor is legally obligated to pay and any service that the Obligor is legally obligated to perform. Termination of the reimbursement policy shall not occur until a notice of termination has been mailed or delivered to the Director of the Department of Consumer and Business Services. This notice must be mailed or delivered at least thirty (30) days prior to the date of termination.

South Carolina: In the event of a dispute with the provider of this Service Contract, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or by phone at (800) 768-3467.

Texas: Obligor will provide You with written notification of any material changes to this Service Contract forty-five (45) days in advance of the implementation of such changes. Notice may not be provided to You when changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Service Contract by providing written notice within the forty-five (45) day period prior to the effective date of the change. If You do not respond prior to the expiration of the forty-five (45) day period, the change will be deemed accepted by You. It is understood that OBLIGOR WILL NOT BE THE SERVICE TECHNICIAN and OBLIGOR WILL NOT BE PERFORMING the actual repair of any such systems or components.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALES, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT. UNDER TEXAS OCCUPATIONS CODE §1303.304.

NOTICE: THIS SERVICE CONTRACT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH

THIS SERVICE CONTRACT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, BY PHONE @ (512) 936-3049.

NOTICE: YOU, THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS SERVICE CONTRACT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY, OR THE ATTORNEY OF YOUR CHOICE.

Utah: This Service Contract is subject to limited regulations by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. IF THE OBLIGOR 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.

EMERGENCY SERVICE: If You are unable to reach Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Service Contract to Administrator for reimbursement. All coverage and exclusions in this Service Contract will apply.

Washington: All references to Obligor throughout this Service Contract are replaced with Service Technician. ARBITRATION section is amended to add the following: The Insurance Commissioner of Washington is the Service Technician's attorney to receive service of process in any action, suit or proceeding in any court, and the state of Washington has jurisdiction of any civil action in connection with this Service Contract. Arbitration proceedings shall be held at a location in closest proximity to the Service Contract holder's permanent residence.

EMERGENCY SERVICE: If You are unable to reach the Administrator and You require emergency repair, You may contact any manufacturer authorized service repair facility listed in Your phone book or online. Mail Your original repair bill along with the technician's report and a copy of the Service Contract to Administrator for reimbursement. All coverage and exclusions in this Service Contract will apply.

Wisconsin: THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Timeliness of notice. Provided notice or proof of loss is furnished as soon as reasonably possible and within one (1) year after the time it was required by this Service Contract, failure to furnish such notice or proof within the time required by this Service Contract does not invalidate or reduce a claim unless We are prejudiced thereby and it was reasonably possible to meet the time limit. The Arbitration section of this Service Contract is removed.

CUSTOMER'S SIGNATURE

DATE

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DYNAMIC HOME REPAIR

Your Home. Our Business.

 (800) 674-2604

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