

# **GOETTL'S**

## **High Desert Mechanical, Inc.**

### **\*\*\*IMPORTANT – PLEASE READ\*\*\***

Dear Mark & Tammy Riordan,

First of all, welcome to the Goettl's family and **thank you again for choosing Goettl's** for your heating and cooling needs. We so appreciate the trust you placed in us to enter your home to install a comfort system that will keep you and your family cozy for years to come.

Enclosed, please find the equipment registration for your new system. Also, **note that your warranty requires proof of periodic maintenance to keep your warranty in force**, and written documentation of annual and other periodic preventive maintenance may be required when submitting a parts claim. Goettl's High Desert Mechanical recommends a **once-a-year planned service to maintain your new system** and keep it operating at peak performance. This service will satisfy any warranty claims you might incur over the course of your warranty period. Please **call our service department at 928.567.2200** for more details and **to set up your maintenance agreement**. We look forward to our continued relationship by providing you, our valued customer, with this unparalleled service.

**If you are in need of plumbing services**, Goettl's felt that the time was right and the right people became available to complement our outstanding HVAC division. Our **newly established plumbing division** is staffed with individuals whose combined experience exceeds 60 years – give them a call and expect the same level of professional service as with our HVAC division!

As always, the goal here at Goettl's is to deliver on outstanding customer service, provide a quality product, and an installation that utilizes the industry's current best practices. We trust this was your experience and would be so appreciative if you would refer a friend, neighbor or family member in need of a new system or service of their existing equipment. You may also go to our website, [goettlshdm.com](http://goettlshdm.com), and fill out our customer feedback form. Thank you.

Should you have any questions or concerns keeping you from total satisfaction, please contact us so we might have the opportunity to address your situation. Goettl's is set apart by our desire, and ability, to follow through on our commitment to your satisfaction-please let us show you. Thank you.

From the Goettl's team.

*Remember to change your filter(s) every 1-3 months to keep your unit in good condition.*



11/15/2024

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Registration Number: BZTGEM

Original Registered Equipment Owner

Mark &amp; Tammy Riordan

548 El Camino Rd

Sedona, AZ 86336-5127

Installing Contractor

Goetts High Desert Mechanical

4650 Old State Highway 279 Ste A

Camp Verde, AZ 86322-8217

928-567-2200

Serial Number	Model	Product Type	Installation Date	Parts Warranty Expiration	Lennox Labor Expiration
1724J32928	ML180UH070E36B-58	FURNACE	10/31/2024	10/31/2034	N/A
1524J37215	CK40CT-30B-01	COIL	10/31/2024	10/31/2034	N/A
1924K16964	ML17XP1-030-230A01	HEAT PUMP	10/31/2024	10/31/2034	N/A
1724J18254	ML180UH090E60C-56	FURNACE	10/31/2024	10/31/2034	N/A
1524G14484	CK40CT-50/60C-01	COIL	10/31/2024	10/31/2034	N/A
1924G25152	ML17XP1-048-230A01	HEAT PUMP	10/31/2024	10/31/2034	N/A

REGISTRANT AND END USER AGREE TO THE TERMS OF THIS AGREEMENT. BY SIGNING THIS CONTRACT, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT SIGN THIS CONTRACT.

YOU DO NOT HAVE THE RIGHT TO CHANGE THE STATED COVERAGE.

For more information, please visit [www.Lennox.com/FAQs/FAQs.html](http://www.Lennox.com/FAQs/FAQs.html).



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Registration Number: BZTGEW

## Lennox Basic and Extended Limited Warranty for Residential Applications

This Certificate provides you with important information about your equipment ("Equipment"). Please note that the information below pertains only to Equipment that is used in a residential application. If your Equipment is used in a commercial application, please visit [www.Lennox.com/WarrantyYourWay](http://www.Lennox.com/WarrantyYourWay) to review any applicable warranty's terms and conditions.

Our records reflect that you have registered the Equipment shown on this Certificate. If any of the information above is incorrect, or if you registered Equipment that is not shown above, please immediately contact Lennox at [product.registration@lennoxind.com](mailto:product.registration@lennoxind.com) or 1-800-9-LENNOX to ensure that your Equipment is properly registered. Registering your Equipment does not guarantee that either the Basic Limited Warranty or the applicable Extended Limited Warranty (if any) will apply. If the registered Equipment or any warranty claim associated therewith does not meet all the applicable warranty's terms and conditions (the "Terms"), warranty coverage will not apply.

Eligible Equipment comes with a Basic Limited Warranty and the opportunity to receive the applicable Extended Limited Warranty, if any, free of charge (the Basic Limited Warranty and Extended Limited Warranty are the "Limited Warranties"). You can review the Limited Warranties' Terms at [www.Lennox.com/WarrantyYourWay](http://www.Lennox.com/WarrantyYourWay), by calling 1-800-9-LENNOX to receive a copy by mail. **Lennox strongly recommends that you carefully review the Limited Warranties' Terms, which include, but are not limited to, coverage exclusions, repair and maintenance requirements, an arbitration clause, and a class action waiver.** Failure to comply with the Limited Warranties' Terms will result in the denial of a claim.

If you purchased your equipment outside of California, Quebec, or any other jurisdiction that prohibits registration requirements to effectuate warranties, you must have registered your equipment at [www.WarrantyYourWay.com](http://www.WarrantyYourWay.com) within sixty (60) days of installation (for existing homes) or closing date (for new construction) for any applicable Extended Limited Warranty to apply. If you did not register your Equipment within that time period, your Equipment will be governed only by the Basic Limited Warranty.

**PURCHASERS IN CALIFORNIA, QUEBEC, AND ANY OTHER JURISDICTION THAT PROHIBITS REGISTRATION REQUIREMENTS TO EFFECTUATE WARRANTIES (1) HAVE NO REGISTRATION REQUIREMENT AND AUTOMATICALLY RECEIVED BOTH THE BASIC LIMITED WARRANTY AND THE DEFAULT EXTENDED LIMITED WARRANTY APPLICABLE TO YOUR EQUIPMENT (IF ANY) AND (2) THE FAILURE TO REGISTER YOUR EQUIPMENT DOES NOT DIMINISH YOUR LIMITED WARRANTY COVERAGE.**

**YOU DO NOT HAVE THE RIGHT TO CHANGE THE SELECTED COVERAGE.**

For more information, please visit [www.Lennox.com/WarrantyYourWay](http://www.Lennox.com/WarrantyYourWay).



## Extended Warranty Service Contract

**Contract Number:** 803270

Code: JBAMONB200  
Startup Date: Nov 15, 2024  
Expiration Date: Nov 15, 2029  
Purchase Date: Nov 25, 2024  
Coverage Start Date: Feb 24, 2025

### Contract Owner

Name: Mark & Tammy Riordan  
Location of Install: 548 El Camino Road  
Sedona, AZ 86336  
Phone: 608-338-9998

### Issuing Dealer

Contractor: Goettl's High Desert Mechanical  
Address: 4650 Old Hwy 279  
Camp Verde, AZ 86322-  
Phone: 928-567-2200

### Equipment Information

Protection Plan: JBAMONB200 : Heat Pump (or Dual Fuel) Complete Split System or Package Unit [1.5 - 5 Ton] - Length: 5 years

Labor Only Contract (Excludes Refrigerant)

Manufacturer	Model Number	Serial Number	Unit Size	Description
Lennox	CK40CT-50/60C	1524G14484	1.5 - 5 Ton	Outdoor / Package Unit
Lennox	ML180UH090E60C	1724J18254	1.5 - 5 Ton	Furnace
Lennox	ML17XP1-048-230	1924G25152	1.5 - 5 Ton	Air Handler

This is Your Extended Service Contract. Please place this Contract in a safe place. You will need it in the event that service is required. This contract is fully insured as noted under the Coverage section.

**Obligor:** The Service Agreement Provider/Obligor under this Service Agreement is Fortress Warranty Corporation located 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028. In Florida - the Obligor is Dealers Assurance Company located at 15920 Addison Road, Addison, TX 75001, 800-282-8913 (Florida License # 02977). In Oklahoma (License # 44202930) and Washington - the Obligor is Dealers Alliance Corporation located at 15920 Addison Road, Addison, TX 75001.

**Administrator:** The Service Agreement Administrator is: Fortress Extended Warranty Administration, LP, Located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028, (833) 339-2366.

For claims or information about this Contract call your Dealer. When calling your Dealer for service please refer to the Contract number listed above in the left corner of this contract.

Your Dealer is the service agent for this Contract. You should contact your Dealer for questions, transfers, renewals and purchase of additional Contracts. Your Dealer provides service repairs for this contract during your Dealer's normal working hours.



Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner. Proper maintenance is required by owner and proof of such may be requested to validate coverage.

## TERMS AND CONDITIONS

**1. SERVICE AGREEMENT PROVIDER/OBLIGOR:** The Service Agreement Provider/Obligor under this Service Agreement is Fortress Warranty Corporation located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028. In Florida -the Obligor is Dealers Assurance Company located at 15920 Addison Road, Addison, TX 75001(Florida License # 02977).

**2. DEFINITIONS:** "We", "Us" and "Our" shall mean the obligor. In Florida "We", "Us" and "Our" shall mean Dealers Assurance Company "You" or "Your" shall mean the consumer or purchaser of the product(s) covered by this Service Agreement. "Service Agreement" ("Agreement") shall mean this document together with Your original purchase receipt. "Administrator" shall mean Fortress Extended Warranty Administration, LP Located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028.

For claims or information about this Agreement please call the Program Administrator (833) 339-2366.

There is no deductible under this Service Agreement.

**3. WHAT IS COVERED:** In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) as described subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section below entitled WHAT IS NOT COVERED. The covered product (or products) under this Service Agreement are set forth on page 1 of this Service Agreement. In the event of any conflict between this Section 3 and the description on page 1, the description on page 1 shall control.

**a) Repair Protection:** If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product;

**b) No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer's warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion;

**c) Generator(s):** All internally installed parts supplied by the manufacturer;

**d) Condensing Unit(s):** All internally installed parts supplied by the manufacturer. Evaporator coils, condenser coils, and metering devices are covered against leaks as received from the manufacturer. The Agreement will not pay for changeover from CFC to non- CFC refrigerant or oil changes on commercial compressors;

**e) Evaporator Coil:** A new evaporator coil is covered when sold as a part of a complete system;

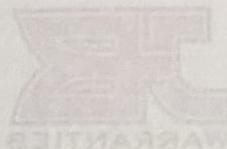
**f) Compressor:** All internal functioning parts supplied by the manufacturer.

**g) Electric Furnaces and Air Handlers:** All internal functioning parts including heat modules and controls supplied by the manufacturer;

**h) Gas Furnace:** All internal functioning parts supplied by the manufacturer;

**i) Water Heater:** All internal functioning parts supplied by the manufacturer. Excludes any repair due to calcium build-up;

**j) Boiler(s):** Coverage applies to internal parts as installed by the original manufacturer, additional external pumps excluded;



**k) Heat Pump:** Coverage applies to internal parts as installed by the original manufacturer, excludes exterior components (i.e. drain lines, disconnect breakers, external pumps) or any failure, leakage, or design problem associated with closed loop application or open discharge piping;

**l) Refrigerant Leaks:** Covers repair of the leak and replacement refrigerant charge as a result of leaks internal of the unit. Refrigerant is covered only when a leak has been permanently repaired and/or a compressor or coil replaced;

**4. MAINTENANCE REQUIREMENT:** You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Your Service Agreement in force. Evidence of proper service, when required by Administrator, must be submitted in the event of a claim. Failure to maintain the product in accordance with the manufacturers instructions may result in denial of coverage under this Agreement.

**5. CLAIM SUBMISSION:** Upon inspection and diagnosis, if it is determined that the failure is covered by this Agreement, the service agent should repair the failure and proceed per the program guidelines and submit the claim along with proper documentation. You must sign all service invoices upon completion of the repair.

**HOURS OF SERVICE:** Repair service and service calls will be made during normal working hours of the service dealer. We do not cover overtime rates.

**6. TERMS:** This Service Agreement shall commence upon the date of Agreement purchase. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. Claims will not be accepted before the standard waiting period expires. See Service Agreement for "Coverage Start Date".

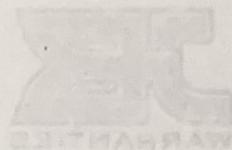
**7. LIMIT OF LIABILITY:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes or our limit of liability table [Attachment: Limit of Liability], whichever is less. In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please visit <http://www.jbandassociates.biz/lol>.

**8. TO OBTAIN SERVICE:** If the covered product requires service, call the service contractor noted on the front page of Your Service Agreement. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem you are experiencing over the telephone. If the service agent cannot resolve the problem, they will schedule a service call with you. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

**9. PURCHASER RECORDS:** You may be required to provide proof of purchase as a condition for receiving service under the Agreement. Your Original Purchase Receipt and this Agreement should be kept in a safe place.

#### **10. WHAT IS NOT COVERED:**

- a) Any equipment located outside the United States of America;
- b) Equipment sold without a manufacturer's warranty;
- c) Refurbished products;
- d) Repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual. This includes, but is not limited to, theft, operator negligence, misuse, abuse, improper electrical/power supply, spikes and surges, incorrect wiring, non-connected/loose wires, Field installed wiring, exposure to natural disasters (such as tornados, hurricanes, floods, earthquakes);
- e) Unauthorized repairs, repairs due to improper installation and/or improper application, leaks caused from non-factory welds;
- f) Cosmetic damage to case or cabinetry or other non-operating parts or components, including corrosion or oxidation;



- g) Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, acts of nature, or any other peril originating from outside the product;
- h) Any and all pre-existing conditions that occur prior to the effective date of this Agreement;
- i) Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or improper movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements;
- j) Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used;
- k) Failures of products caused by any installation that prevents normal service;
- l) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment;
- m) Failure to use reasonable means to protect Your product from further damage after a failure occurs;
- n) Product(s) with removed or altered serial number;
- o) Service recommended (for convenience) by a repair facility not necessitated by mechanical or electrical breakdown even when components are operating outside manufacturers specifications but still providing proper heating and cooling;
- p) Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer; damage or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- q) Systems or component(s) that are covered by a manufacturer's warranty, insurance or another service contract;
- r) Consequential damages or delay in rendering service under this Agreement or loss of use during the period that the product is at the repair center or otherwise awaiting parts;
- s) Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer;
- t) Charges related to "No problem found" diagnosis or preventative maintenance performed without mechanical breakdown or electrical failure. Non failure problems, including but not limited to; noises, squeaks, unbalanced fan blades, tightening of fittings, resetting switches, etc. Intermittent issues are not product failures;
- u) Standard Programmable and digital thermostats are covered with a complete split or package system if listed on the first page of this Contract. Additional coverage required for thermostats when OEM coverage is less than the term of the system agreement and when the thermostat cost is > \$125 wholesale cost. Humidistats, Combination, Zone controllers, and variable speed motor (ECM) controllers for zone or humidity control are not covered with a system, and require additional separate agreement purchase;
- v) Services made mandatory by changes in Federal, State or Local regulations.
- w) Clogged drain line, electrodes, nozzles or gaskets, are considered maintenance and are not covered. Exterior disconnect box and high voltage wiring.
- x) Thermostat calibration and/or software updates, incorrect wiring and dead batteries.
- y) Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, routine maintenance, periodic cleaning, and customer education.;



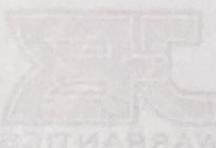
- z) Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of Nature;
- aa) Special tooling, blocks, tackle, dollies, and scaffolding.
- ab) Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment;
- ac) Premium service cost over normal service charges. Items located outside the installed unit's cabinet;
- ad) Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner;
- ae) Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices;
- af) Dirty Sock Syndrome or odors;
- ag) Automatic transfer switches above 400 amps and/or 3 phase, are excluded from coverage;
- ah) Portable generators are excluded from coverage. Repairs performed by unauthorized Service Agents. Generators used as rental or trailer mounted applications;
- ai) Generators used for prime power where utility power does or does not normally exist. Cost of normal maintenance (i.e. tune-ups and associated parts), adjustments, loose/leaking clamps, installation and start-up;
- aj) Steel enclosures that are rusting due to improper installation, and/or location in a harsh or saltwater environment or scratched where integrity of paint applied is compromised;
- ak) Failures resulting from exposure to corrosive environments, unless seacoast coverage is purchased. Corrosion caused by atmospheric environments contaminated by aerosols;
- al) Failures caused by any contaminated fuels, oils, coolants or lack of proper fluid amounts;
- am) Batteries, fuses, belts, spark plugs and all engine fluids;
- an) Transportation deemed abnormal;
- ao) Equipment that has been moved from original address such as mobile homes, etc;
- ap) Field installed accessories including but not limited to: float switch, secondary drain pan, baffle, drip eliminator, start kit, surge protector, condensate pump, wireless accessories, etc.;
- aq) Refrigerant used during diagnostic, leak checks, or for temporary cooling/heating;

**11. RENEWAL:** This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

**12. TRANSFERABILITY:** This Agreement may be assigned or transferred at no charge to subsequent owners if the maintenance required has been performed. This can be done only if the original Service Agreement holder sends notice to the dealer and calls the Program Administrator toll-free at 833-339-2366 within one hundred and eighty (180) days of a change in ownership, the name and address of the new purchaser along with a copy of the original Service Agreement. In the event of a transfer of registered equipment, due to manufacturer/dealer replacement, the original start-up date will remain in effect for the duration of the Agreement.

**13. CANCELLATION:** You may cancel this Agreement at any time. To arrange for cancellation of this Agreement, call Administrator toll-free at 833-339-2366. If You cancel within the first thirty (30) days after purchasing this Agreement You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Agreement purchase price, whichever is less.



Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price, fraud or material misrepresentation. If We cancel this Agreement, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

**14. INSURED AGREEMENT:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913.

**15. SUBROGATION:** In the event that coverage is provided under this agreement, We shall be subrogated to all the rights You have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Agreement shall belong to, and be paid to JB & Associates, up to the amount of benefits paid under this Agreement. We shall recover only the excess after You are fully compensated for Your loss.

**ENTIRE CONTRACT:** This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify.

**SPECIAL STATE DISCLOSURES:**

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision of Your Service Agreement terms and conditions to the contrary.

**ALABAMA only:** The Service Agreement Provider is Fortress Warranty Corporation. You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. If You cancel this Service Agreement after the first (twenty) 20 days, you will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00).

**ARIZONA only:** Definitions: A "consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "service contract administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. Fortress Warranty Corporation is the provider and the obligor for this Service Agreement in Arizona. Cancellation: If this Agreement is canceled after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, subject to an administrative fee of \$10.00 or 10% of the price You paid for this Agreement, whichever is less. No claim incurred or paid shall be deducted from the amount of any refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price by You, fraud or material misrepresentation by You.

**ARKANSAS only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.



**CALIFORNIA only:** This Service Agreement may be cancelled by the Agreement holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 30 days of the date you received the Service Agreement, and you have made no claims against the Service Agreement, you will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 30 days from the date you received this Service Agreement, you will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.

**COLORADO only:** Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT only:** Section 14. Insured Agreement - is deleted and replaced with the following: This is not an insurance policy. However, We have obtained an insurance policy to insure our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001. Please call the insurer at 800-282-8913 to make a direct claim. The term of Your Service Agreement is automatically extended by the length of time in which the covered Product is in the Obligor's custody for repair under the Service Agreement. You may cancel Your Service Agreement if the covered product is lost, stolen, or destroyed. This Service Agreement provides in-home service. In the event You are unable to resolve a dispute with the Administrator, you may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of the Service Agreement.

**FLORIDA only:** The obligor and administrator under this Service Agreement is Dealers Assurance Company (License No. 02977). If you cancel this Service Agreement, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. If we cancel this Service Agreement, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA only:** You may cancel this Service Agreement at any time by notifying the selling retailer in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation, less an administrative fee of \$10 or 10% of the pro-rata refund amount, whichever is less. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by you. The following exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT is hereby amended with respect to Georgia contract holders as follows: WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT. Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to you. No claim incurred or paid shall be deducted from the amount of any refund.

**HAWAII only:** The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. This provision applies only to the original purchaser of the Service Agreement.

**ILLINOIS only:** The Administrator will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Service Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00).



**INDIANA only:** Your proof of payment to the issuing dealer for this Service Agreement shall be considered proof of payment to the insurance company who guarantees Our obligation to You. This Service Agreement is not insurance and is not subject to Indiana insurance law.

**MASSACHUSETTS only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MAINE only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MARYLAND only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MINNESOTA only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MISSOURI only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event of cancellation, no cancellation fee shall apply. In no event will claims paid be deducted from any refund.

**NEVADA only:** This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following: "This Service Agreement is void and We will refund to You the purchase price of this Service Agreement, if no service or replacement claim has been made and You return the Agreement to Us: Within 20 days after the date this Service Agreement was mailed or otherwise sent to You; or Within 10 days after You have received a copy of the Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased. To arrange for cancellation of this Agreement, please contact Your selling retailer. We will refund to You the purchase price of this Agreement within 45 days after it has been returned to Us. If We do not refund the purchase price within 45 days, We will pay You a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement. We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions: Failure to pay the service Agreement purchase price; The Agreement holder being convicted of a crime which results in an increase in the service required under this Agreement; Discovery of fraud or material misrepresentation perpetrated by You in purchasing this Agreement or obtaining service; The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Service Agreement; or A material change in the nature or extent of the service required under the Service Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. THIS



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SERVICE AGREEMENT IS SUBJECT TO A WAITING PERIOD AND PROVIDES NO COVERAGE PRIOR TO EXPIRATION OF THE WAITING PERIOD.

**Repair Protection:**

- i) **Emergency Repair – Service Within 24 Hours:** For goods that are essential to the health and safety of the holder, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within 24 hours after the claim is reported.
- ii) **Emergency Repair – Status Report:** In an emergency situation, if the repairs cannot be completed within three (3) calendar days after the report of the claim the Administrator, will provide a status report to the holder and the Commissioner that will include the following:
  - a. A list of the required repairs or services,
  - b. The primary reason causing the required repairs or services to extend beyond the 3-day period, including the status of any parts required for the repairs or services,
  - c. The current estimated time to complete the repairs or services, and
  - d. Contact information for the holder and the Commissioner to make additional inquiries concerning any aspect of the claim and a commitment by you to respond to such inquiries not later than one (1) business day after such an inquiry is made.

If You are not satisfied with the manner in which the provider is handling Your claim, You may contact the Commissioner by calling 888-872-3234

**NEW HAMPSHIRE only:** In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 (800) 852-3416.

**NEW JERSEY only:** The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. This provision applies only to the original purchaser of the Service Agreement.

**NEW MEXICO only:** Final Service Agreement price to be determine prior to presentation to Service Agreement holder for signature. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You. If You made no claim, the contract is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchase of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Service Agreement; fraud or material misrepresentation by you in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by You which substantially and materially increases the service required under the Service Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. This service contract is insured by Dealers Assurance Company. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Dealers Assurance Company at 15920 Addison Road, Addison, TX 75001, 800-282-8913. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

**NEW YORK only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event we cancel this Service Agreement, We will mail a written notice to You at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

**NORTH CAROLINA only:** The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by You, or in violation of any of the terms and conditions of this Service Agreement. If You cancel Your Service Agreement, You will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund.



**OKLAHOMA only:** Dealers Alliance Corporation Service Warranty License No. # 44202930. This is not an insurance contract. Coverage afforded under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event You cancel this Service Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. To arrange for cancellation of this Plan, please contact Your selling retailer. In the event We cancel this Service Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received.

**OREGON only:** If in an emergency situation and Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

**SOUTH CAROLINA only:** In order to prevent damage to the covered Product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your selling retailer. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

**TEXAS only:** Fortress Extended Warranty Administration, LP, Administrator license # 270. The Administrator will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. The provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. You may apply directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-800-803-9202.

**UTAH only:** We may cancel this Service Agreement by providing You with (30) days' written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this Service Agreement by providing You with ten (10) days written notice if the reason for cancellation is non-payment by You. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**TERMS AND CONDITIONS ITEM 8 – TO OBTAIN SERVICE**, is deleted and replaced with the following: 8. To Obtain Service: If the covered product requires service, contact the Selling Dealer noted on the front page of Your Service Agreement. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem you are experiencing over the telephone. If the service agent cannot resolve the problem they will schedule a service call with You. In the event You are unable to contact the Selling Dealer, please contact the Administrator at 833-339-2366 to obtain service. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

**VERMONT only:** You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the Agreement purchase price.



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**VIRGINIA only:** If any promise made in this Service Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**WASHINGTON only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within thirty (30) days after the return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Dealers Assurance Company at any time, at 15920 Addison Road, Addison, TX 75001, 800-282-8913. The state of Washington is the jurisdiction for any civil action in connection with this Service Agreement.

**WISCONSIN only:** THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. To arrange for cancellation of this Plan, please contact your selling retailer. The selling retailer shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). We may only cancel this Service Agreement for material misrepresentation by You, non-payment by You, or a substantial breach of duties by You relating to the covered product or its use. If We cancel this Service Agreement, We will mail written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Lack of pre-authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been an unreasonable expense. Our obligations under this Service Agreement are insured under a contractual liability insurance policy. Should We fail to pay a covered claim under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement purchase price or, if We becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, at 1-800-282-8913 or 15920 Addison Road, Addison, TX 75001 for reimbursement. Terms & Conditions, Item 7. Limit of Liability, is deleted and replaced with the following: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product less taxes, or our limit of liability table [Attachment: Limit of Liability], whichever is less. In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price, or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please visit [www.jbandassociates.biz/lol](http://www.jbandassociates.biz/lol).

**WYOMING only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to You at Your last known address, at least, ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use.



## Extended Warranty Service Contract

**Contract Number: 803271**

Code: JBAMONB200  
Startup Date: Nov 15, 2024  
Expiration Date: Nov 15, 2029  
Purchase Date: Nov 25, 2024  
Coverage Start Date: Feb 24, 2025

### Contract Owner

Name: Mark & Tammy Riordan  
Location of Install: 548 El Camino Road  
Sedona, AZ 86336  
Phone: 608-338-9998

### Issuing Dealer

Contractor: Goettl's High Desert Mechanical  
Address: 4650 Old Hwy 279  
Camp Verde, AZ 86322-  
Phone: 928-567-2200

### Equipment Information

Protection Plan: JBAMONB200 : Heat Pump (or Dual Fuel) Complete Split System or Package Unit [1.5 - 5 Ton] - Length: 5 years

Labor Only Contract (Excludes Refrigerant)

Manufacturer	Model Number	Serial Number	Unit Size	Description
Lennox	CK40CT-30B	1524J37215	1.5 - 5 Ton	Outdoor / Package Unit
Lennox	ML180UH070E36B	1724J32928	1.5 - 5 Ton	Furnace
Lennox	ML17XP1-030-230	1924K16964	1.5 - 5 Ton	Air Handler

**This is Your Extended Service Contract. Please place this Contract in a safe place. You will need it in the event that service is required. This contract is fully insured as noted under the Coverage section.**

**Obligor:** The Service Agreement Provider/Obligor under this Service Agreement is Fortress Warranty Corporation located 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028. In Florida - the Obligor is Dealers Assurance Company located at 15920 Addison Road, Addison, TX 75001, 800-282-8913 (Florida License # 02977). In Oklahoma (License # 44202930) and Washington - the Obligor is Dealers Alliance Corporation located at 15920 Addison Road, Addison, TX 75001.

**Administrator:** The Service Agreement Administrator is: Fortress Extended Warranty Administration, LP, Located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028, (833) 339-2366.

For claims or information about this Contract call your Dealer. When calling your Dealer for service please refer to the Contract number listed above in the left corner of this contract.

Your Dealer is the service agent for this Contract. You should contact your Dealer for questions, transfers, renewals and purchase of additional Contracts. Your Dealer provides service repairs for this contract during your Dealer's normal working hours.



Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner. Proper maintenance is required by owner and proof of such may be requested to validate coverage.

## TERMS AND CONDITIONS

**1. SERVICE AGREEMENT PROVIDER/OBLIGOR:** The Service Agreement Provider/Obligor under this Service Agreement is Fortress Warranty Corporation located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028. In Florida -the Obligor is Dealers Assurance Company located at 15920 Addison Road, Addison, TX 75001(Florida License # 02977).

**2. DEFINITIONS:** "We", "Us" and "Our" shall mean the obligor. In Florida "We", "Us" and "Our" shall mean Dealers Assurance Company "You" or "Your" shall mean the consumer or purchaser of the product(s) covered by this Service Agreement. "Service Agreement" ("Agreement") shall mean this document together with Your original purchase receipt. "Administrator" shall mean Fortress Extended Warranty Administration, LP Located at 2221 Justin Road, Suite 119, PMB-153, Flower Mound, TX 75028.

For claims or information about this Agreement please call the Program Administrator (833) 339-2366.

There is no deductible under this Service Agreement.

**3. WHAT IS COVERED:** In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) as described subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section below entitled WHAT IS NOT COVERED. The covered product (or products) under this Service Agreement are set forth on page 1 of this Service Agreement. In the event of any conflict between this Section 3 and the description on page 1, the description on page 1 shall control.

**a) Repair Protection:** If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product;

**b) No Lemon Guarantee:** This Agreement provides that following the expiration of the manufacturer's warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion;

**c) Generator(s):** All internally installed parts supplied by the manufacturer;

**d) Condensing Unit(s):** All internally installed parts supplied by the manufacturer. Evaporator coils, condenser coils, and metering devices are covered against leaks as received from the manufacturer. The Agreement will not pay for changeover from CFC to non- CFC refrigerant or oil changes on commercial compressors;

**e) Evaporator Coil:** A new evaporator coil is covered when sold as a part of a complete system;

**f) Compressor:** All internal functioning parts supplied by the manufacturer.

**g) Electric Furnaces and Air Handlers:** All internal functioning parts including heat modules and controls supplied by the manufacturer;

**h) Gas Furnace:** All internal functioning parts supplied by the manufacturer;

**i) Water Heater:** All internal functioning parts supplied by the manufacturer. Excludes any repair due to calcium build-up;

**j) Boiler(s):** Coverage applies to internal parts as installed by the original manufacturer, additional external pumps excluded;



**k) Heat Pump:** Coverage applies to internal parts as installed by the original manufacturer, excludes exterior components (i.e. drain lines, disconnect breakers, external pumps) or any failure, leakage, or design problem associated with closed loop application or open discharge piping;

**l) Refrigerant Leaks:** Covers repair of the leak and replacement refrigerant charge as a result of leaks internal of the unit. Refrigerant is covered only when a leak has been permanently repaired and/or a compressor or coil replaced;

**4. MAINTENANCE REQUIREMENT:** You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Your Service Agreement in force. Evidence of proper service, when required by Administrator, must be submitted in the event of a claim. Failure to maintain the product in accordance with the manufacturers instructions may result in denial of coverage under this Agreement.

**5. CLAIM SUBMISSION:** Upon inspection and diagnosis, if it is determined that the failure is covered by this Agreement, the service agent should repair the failure and proceed per the program guidelines and submit the claim along with proper documentation. You must sign all service invoices upon completion of the repair.

**HOURS OF SERVICE:** Repair service and service calls will be made during normal working hours of the service dealer. We do not cover overtime rates.

**6. TERMS:** This Service Agreement shall commence upon the date of Agreement purchase. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. Claims will not be accepted before the standard waiting period expires. See Service Agreement for "Coverage Start Date".

**7. LIMIT OF LIABILITY:** The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product, less taxes or our limit of liability table [Attachment: Limit of Liability], whichever is less. In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please visit <http://www.jbandassociates.biz/lol>.

**8. TO OBTAIN SERVICE:** If the covered product requires service, call the service contractor noted on the front page of Your Service Agreement. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem you are experiencing over the telephone. If the service agent cannot resolve the problem, they will schedule a service call with you. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

**9. PURCHASER RECORDS:** You may be required to provide proof of purchase as a condition for receiving service under the Agreement. Your Original Purchase Receipt and this Agreement should be kept in a safe place.

**10. WHAT IS NOT COVERED:**

- a) Any equipment located outside the United States of America;
- b) Equipment sold without a manufacturer's warranty;
- c) Refurbished products;
- d) Repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual. This includes, but is not limited to, theft, operator negligence, misuse, abuse, improper electrical/power supply, spikes and surges, incorrect wiring, non-connected/loose wires, Field installed wiring, exposure to natural disasters (such as tornados, hurricanes, floods, earthquakes);
- e) Unauthorized repairs, repairs due to improper installation and/or improper application, leaks caused from non-factory welds;
- f) Cosmetic damage to case or cabinetry or other non-operating parts or components, including corrosion or oxidation;



- g) Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, acts of nature, or any other peril originating from outside the product;
- h) Any and all pre-existing conditions that occur prior to the effective date of this Agreement;
- i) Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or improper movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements;
- j) Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used;
- k) Failures of products caused by any installation that prevents normal service;
- l) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment;
- m) Failure to use reasonable means to protect Your product from further damage after a failure occurs;
- n) Product(s) with removed or altered serial number;
- o) Service recommended (for convenience) by a repair facility not necessitated by mechanical or electrical breakdown even when components are operating outside manufacturers specifications but still providing proper heating and cooling;
- p) Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer; damage or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);
- q) Systems or component(s) that are covered by a manufacturer's warranty, insurance or another service contract;
- r) Consequential damages or delay in rendering service under this Agreement or loss of use during the period that the product is at the repair center or otherwise awaiting parts;
- s) Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer;
- t) Charges related to "No problem found" diagnosis or preventative maintenance performed without mechanical breakdown or electrical failure. Non failure problems, including but not limited to; noises, squeaks, unbalanced fan blades, tightening of fittings, resetting switches, etc. Intermittent issues are not product failures;
- u) Standard Programmable and digital thermostats are covered with a complete split or package system if listed on the first page of this Contract. Additional coverage required for thermostats when OEM coverage is less than the term of the system agreement and when the thermostat cost is > \$125 wholesale cost. Humidistats, Combination, Zone controllers, and variable speed motor (ECM) controllers for zone or humidity control are not covered with a system, and require additional separate agreement purchase;
- v) Services made mandatory by changes in Federal, State or Local regulations.
- w) Clogged drain line, electrodes, nozzles or gaskets, are considered maintenance and are not covered. Exterior disconnect box and high voltage wiring.
- x) Thermostat calibration and/or software updates, incorrect wiring and dead batteries.
- y) Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, routine maintenance, periodic cleaning, and customer education;



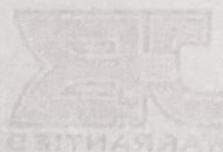
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- z) Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of Nature;
  - aa) Special tooling, blocks, tackle, dollies, and scaffolding.
  - ab) Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment;
  - ac) Premium service cost over normal service charges. Items located outside the installed unit's cabinet;
  - ad) Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner;
  - ae) Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices;
  - af) Dirty Sock Syndrome or odors;
  - ag) Automatic transfer switches above 400 amps and/or 3 phase, are excluded from coverage;
  - ah) Portable generators are excluded from coverage. Repairs performed by unauthorized Service Agents. Generators used as rental or trailer mounted applications;
  - ai) Generators used for prime power where utility power does or does not normally exist. Cost of normal maintenance (i.e. tune-ups and associated parts), adjustments, loose/leaking clamps, installation and start-up;
  - aj) Steel enclosures that are rusting due to improper installation, and/or location in a harsh or saltwater environment or scratched where integrity of paint applied is compromised;
  - ak) Failures resulting from exposure to corrosive environments, unless seacoast coverage is purchased. Corrosion caused by atmospheric environments contaminated by aerosols;
  - al) Failures caused by any contaminated fuels, oils, coolants or lack of proper fluid amounts;
  - am) Batteries, fuses, belts, spark plugs and all engine fluids;
  - an) Transportation deemed abnormal;
  - ao) Equipment that has been moved from original address such as mobile homes, etc;
  - ap) Field installed accessories including but not limited to: float switch, secondary drain pan, baffle, drip eliminator, start kit, surge protector, condensate pump, wireless accessories, etc.;
  - aq) Refrigerant used during diagnostic, leak checks, or for temporary cooling/heating;

**11. RENEWAL:** This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

**12. TRANSFERABILITY:** This Agreement may be assigned or transferred at no charge to subsequent owners if the maintenance required has been performed. This can be done only if the original Service Agreement holder sends notice to the dealer and calls the Program Administrator toll-free at 833-339-2366 within one hundred and eighty (180) days of a change in ownership, the name and address of the new purchaser along with a copy of the original Service Agreement. In the event of a transfer of registered equipment, due to manufacturer/dealer replacement, the original start-up date will remain in effect for the duration of the Agreement.

**13. CANCELLATION:** You may cancel this Agreement at any time. To arrange for cancellation of this Agreement, call Administrator toll-free at 833-339-2366. If You cancel within the first thirty (30) days after purchasing this Agreement You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Agreement purchase price, whichever is less.



Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price, fraud or material misrepresentation. If We cancel this Agreement, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

**14. INSURED AGREEMENT:** This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001, 800-282-8913.

**15. SUBROGATION:** In the event that coverage is provided under this agreement, We shall be subrogated to all the rights You have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Agreement shall belong to, and be paid to JB & Associates, up to the amount of benefits paid under this Agreement. We shall recover only the excess after You are fully compensated for Your loss.

**ENTIRE CONTRACT:** This Service Agreement together with your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify.

**SPECIAL STATE DISCLOSURES:**

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision of Your Service Agreement terms and conditions to the contrary.

**ALABAMA only:** The Service Agreement Provider is Fortress Warranty Corporation. You may return this Service Agreement within twenty (20) days of the date the Service Agreement was provided to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. If You cancel this Service Agreement after the first (twenty) 20 days, you will receive the unearned portion of the full purchase price of the Service Agreement, less an administrative fee of up to twenty-five dollars (\$25.00).

**ARIZONA only:** Definitions: A "consumer" means a contract holder, inclusive of a buyer of the covered product (other than for re-sale), any person to whom the product is transferred during duration of the contract coverage period, or any person entitled to receive performance on the part of the obligor under applicable law; "service Dealer" is any person or entity that performs or arranges to perform services pursuant to a service contract which the person issues; "service contract administrator" means an entity which agrees to provide contract forms, process claims and procure insurance for and on behalf of a dealer in performance of the obligations pursuant to a service contract, but which may not itself perform actual repairs. Fortress Warranty Corporation is the provider and the obligor for this Service Agreement in Arizona. Cancellation: If this Agreement is canceled after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, subject to an administrative fee of \$10.00 or 10% of the price You paid for this Agreement, whichever is less. No claim incurred or paid shall be deducted from the amount of any refund. The cancellation provision shall not contain both a cancellation fee and a cancellation penalty. Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price by You, fraud or material misrepresentation by You.

**ARKANSAS only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.



**CALIFORNIA only:** This Service Agreement may be cancelled by the Agreement holder for any reason, including, but not limited to, the Product covered under this contract being sold, lost, stolen or destroyed. If You decide to cancel Your Service Agreement, and cancellation notice is received by the selling retailer within 30 days of the date you received the Service Agreement, and you have made no claims against the Service Agreement, you will be refunded the full Service Agreement price, less any claims; or if Your Service Agreement is cancelled by written notice after 30 days from the date you received this Service Agreement, you will be refunded a pro-rated amount of the Service Agreement price, less any claims paid or less an administrative fee of 10% of the Service Agreement price or \$25, whichever is less, unless otherwise precluded by law. To arrange for cancellation of this Plan, please contact Your selling retailer.

**COLORADO only:** Action under this Service Agreement may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S. A party to this Service Agreement may have a right of civil action under the laws, including obtaining the recourse or penalties specified in such laws.

**CONNECTICUT only:** Section 14. Insured Agreement - is deleted and replaced with the following: This is not an insurance policy. However, We have obtained an insurance policy to insure our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this Service Agreement within sixty (60) days after the Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, 15920 Addison Road, Addison, TX 75001. Please call the insurer at 800-282-8913 to make a direct claim. The term of Your Service Agreement is automatically extended by the length of time in which the covered Product is in the Obligor's custody for repair under the Service Agreement. You may cancel Your Service Agreement if the covered product is lost, stolen, or destroyed. This Service Agreement provides in-home service. In the event You are unable to resolve a dispute with the Administrator, you may contact the State of Connecticut Insurance Department: P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase or lease price of the Product, the cost of repair of the Product, and a copy of the Service Agreement.

**FLORIDA only:** The obligor and administrator under this Service Agreement is Dealers Assurance Company (License No. 02977). If you cancel this Service Agreement, you will receive a refund equal to 90% of the unearned pro rata purchase price of the Service Agreement, less any claims that have been paid. If we cancel this Service Agreement, you will receive one hundred percent (100%) of the unearned pro rata purchase price of the Service Agreement. The rates charged to You for this Service Agreement are not subject to regulation by the Florida Office of Insurance Regulation.

**GEORGIA only:** You may cancel this Service Agreement at any time by notifying the selling retailer in writing or by surrendering the Service Agreement to the selling retailer, whereupon the selling retailer will refund the unearned pro rata purchase price based on the time remaining on the request for cancellation, less an administrative fee of \$10 or 10% of the pro-rata refund amount, whichever is less. To arrange for cancellation of this Plan, please contact Your selling retailer. The Obligor is also entitled to cancel this Service Agreement at any time based upon fraud, misrepresentation, nonpayment of fees by you. The following exclusion: ANY AND ALL PRE-EXISTING CONDITIONS THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT is hereby amended with respect to Georgia contract holders as follows: WHAT IS NOT COVERED: ANY AND ALL PRE-EXISTING CONDITIONS KNOWN TO YOU OR REASONABLY SHOULD HAVE BEEN KNOWN TO YOU THAT OCCUR PRIOR TO THE EFFECTIVE DATE OF THIS CONTRACT. Procedures for cancellation of this Service Agreement will comply with section 33-24-44 of the Georgia code. Administrator may cancel this Service Agreement upon thirty (30) days written notice to you. No claim incurred or paid shall be deducted from the amount of any refund.

**HAWAII only:** The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. This provision applies only to the original purchaser of the Service Agreement.

**ILLINOIS only:** The Administrator will pay the cost of covered parts and labor necessary to restore the Product(s) to normal operating condition as a result of covered or mechanical component failure due to normal wear and tear. You may cancel this Service Agreement at any time. If You cancel this Service Agreement within the first thirty (30) days of purchase and if no service has been provided to You, You shall receive a full refund of the purchase price less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00). If You cancel this Service Agreement at any other time or if You cancel after service has been provided to You, You shall receive a refund equal to the pro rata purchase price less the value of any service received and less a cancellation fee equal to the lesser of ten percent (10%) of the purchase price or fifty dollars (\$50.00).



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**INDIANA only:** Your proof of payment to the issuing dealer for this Service Agreement shall be considered proof of payment to the insurance company who guarantees Our obligation to You. This Service Agreement is not insurance and is not subject to Indiana insurance law.

**MASSACHUSETTS only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MAINE only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MARYLAND only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MINNESOTA only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement.

**MISSOURI only:** You may return this Service Agreement within twenty (20) days of the date the Service Agreement was mailed to You or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event of cancellation, no cancellation fee shall apply. In no event will claims paid be deducted from any refund.

**NEVADA only:** This Service Agreement is not an insurance policy. This Service Agreement does not provide replacement or service coverage for failures or breakdowns arising from pre-existing conditions or for any form of consequential damages. The cancellation provision in Your Service Agreement is hereby deleted and replaced with the following: "This Service Agreement is void and We will refund to You the purchase price of this Service Agreement, if no service or replacement claim has been made and You return the Agreement to Us; Within 20 days after the date this Service Agreement was mailed or otherwise sent to You; or Within 10 days after You have received a copy of the Service Agreement if We have furnished You with a copy of this Agreement at the time when this Agreement was purchased. To arrange for cancellation of this Agreement, please contact Your selling retailer. We will refund to You the purchase price of this Agreement within 45 days after it has been returned to Us. If We do not refund the purchase price within 45 days, We will pay the You a penalty of 10 percent of the purchase price for each 30-day period that the refund remains unpaid. You may also cancel this Service Agreement at any other time and receive a refund equal to the pro rata purchase price. These provisions apply only to the original purchaser of the Service Agreement. We may not cancel this Agreement once it has been in effect for at least seventy (70) days, except for the following conditions: Failure to pay the service Agreement purchase price; The Agreement holder being convicted of a crime which results in an increase in the service required under this Agreement; Discovery of fraud or material misrepresentation perpetrated by You in purchasing this Agreement or obtaining service; The discovery of an act or omission, or a violation of any condition of this Agreement by You which substantially and materially increases the service requested under the Service Agreement; or A material change in the nature or extent of the service required under the Service Agreement, which occurs after the purchase of this Agreement, and substantially and materially increases the service required beyond that contemplated at the time of purchase. If We cancel this Service Agreement for any of the above reasons, You will receive a refund equal to the pro rata purchase price. With respect to each Product covered under this Service Agreement, the Administrator and/or Obligor liability is limited to the original retail purchase price You paid for such Product. We may not cancel this Service Agreement until at least fifteen (15) days after the notice of cancellation has been mailed to You. THIS



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SERVICE AGREEMENT IS SUBJECT TO A WAITING PERIOD AND PROVIDES NO COVERAGE PRIOR TO EXPIRATION OF THE WAITING PERIOD.

**Repair Protection:**

- i) **Emergency Repair – Service Within 24 Hours:** For goods that are essential to the health and safety of the holder, such as loss of heating, cooling, plumbing or substantial electrical service, and such loss of service renders the home otherwise uninhabitable, will commence within 24 hours after the claim is reported.
- ii) **Emergency Repair – Status Report:** In an emergency situation, if the repairs cannot be completed within three (3) calendar days after the report of the claim the Administrator, will provide a status report to the holder and the Commissioner that will include the following:
  - a. A list of the required repairs or services,
  - b. The primary reason causing the required repairs or services to extend beyond the 3-day period, including the status of any parts required for the repairs or services,
  - c. The current estimated time to complete the repairs or services, and
  - d. Contact information for the holder and the Commissioner to make additional inquiries concerning any aspect of the claim and a commitment by you to respond to such inquiries not later than one (1) business day after such an inquiry is made.

If You are not satisfied with the manner in which the provider is handling Your claim, You may contact the Commissioner by calling 888-872-3234

**NEW HAMPSHIRE only:** In the event You do not receive satisfaction under this Service Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301, 1 (800) 852-3416.

**NEW JERSEY only:** The Administrator will pay a penalty of 10% per month on a refund that is not paid or credited within forty-five (45) days after return of the service contract to the Administrator. This provision applies only to the original purchaser of the Service Agreement.

**NEW MEXICO only:** Final Service Agreement price to be determine prior to presentation to Service Agreement holder for signature. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You. If You made no claim, the contract is void, and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10%) percent per month on a refund that is not made within sixty (60) days of the return of the Service Agreement. These provisions apply only to the original purchase of the Service Agreement. The Administrator may not cancel this Service Agreement once it has been in effect for seventy (70) days except for the following conditions: failure to pay an amount when due; the conviction of You in a crime that results in an increase in the service required under the Service Agreement; fraud or material misrepresentation by you in purchasing the Service Agreement or in obtaining service; or the discovery of an act or omission, or a violation of any condition of the Service Agreement by You which substantially and materially increases the service required under the Service Agreement. If Administrator cancels this Service Agreement, We will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. This service contract is insured by Dealers Assurance Company. If the service contract provider fails to pay you or otherwise provide you with the covered service within 60 days of your submission of a valid claim, you may submit your claim to Dealers Assurance Company at 15920 Addison Road, Addison, TX 75001, 800-282-8913. If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

**NEW YORK only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not made within thirty (30) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event we cancel this Service Agreement, We will mail a written notice to You at your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use.

**NORTH CAROLINA only:** The purchase of a Service Agreement is not required in order to obtain financing. The Administrator may not cancel this Service Agreement except for nonpayment by You, or in violation of any of the terms and conditions of this Service Agreement. If You cancel Your Service Agreement, You will receive a pro-rata refund, less the cost of any claims paid and less a cancellation fee of ten percent (10%) of the amount of the refund.



**OKLAHOMA only:** Dealers Alliance Corporation Service Warranty License No. # 44202930. This is not an insurance contract. Coverage afforded under this Service Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event You cancel this Service Agreement, You shall receive a refund equal to ninety percent (90%) of the unearned pro-rata purchase price. To arrange for cancellation of this Plan, please contact Your selling retailer. In the event We cancel this Service Agreement, You shall receive a refund equal to one hundred percent (100%) of the unearned pro-rata purchase price, less the cost of any service received.

**OREGON only:** If in an emergency situation and Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions.

**SOUTH CAROLINA only:** In order to prevent damage to the covered Product, please refer to the owner's manual. This Service Agreement does not provide coverage for pre-existing conditions. This Service Agreement does not cover repair and replacement necessitated by loss or damage resulting from 1) any cause other than normal use and operation of the Product in accordance with manufacturer's specifications and/or owner's manual or 2) failure to use reasonable means to protect Your Product from further damage after a breakdown or performance failure occurs. You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days, if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. To arrange for cancellation of this Agreement, please contact Your selling retailer. The Administrator will pay a penalty of ten percent (10%) per month on a refund that is not made within forty-five (45) days of return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels this Service Agreement, the Administrator will mail a written notice to You at Your last known address at least fifteen (15) days prior to cancellation with the reason for cancellation. The Administrator is not required to mail You written notice if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation, or a substantial breach of duties by You relating to the covered property or its use. In the event You have a question or complaint, You may contact the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina, 29202-3105, Telephone (803) 737-6134.

**TEXAS only:** Fortress Extended Warranty Administration, LP, Administrator license # 270. The Administrator will pay a penalty of ten (10) percent of the amount outstanding per month on a refund that is not made within forty-five (45) days. The provisions apply only to the original purchaser of the Service Agreement. In the event We cancel the Service Agreement, We will mail a written notice to You at Your last known address at least five (5) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use. You may apply directly to the insurer if a refund or credit is not paid before the 46th day after the date on which the Service Agreement is canceled. Unresolved complaints concerning a provider or questions concerning the registration of a service contract provider may be addressed to the Texas Department of Licensing and Regulations, PO Box 12157, Austin TX 78711, telephone number 1-800-803-9202.

**UTAH only:** We may cancel this Service Agreement by providing You with (30) days' written notice for the following reasons only: material misrepresentation, substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into the contract. We may cancel this Service Agreement by providing You with ten (10) days written notice if the reason for cancellation is non-payment by You. This Service Agreement does not provide coverage for pre-existing conditions or any product that is subject to neglect, abuse or damage prior to issuance of the Service Agreement. If in an emergency situation and Administrator cannot be reached, You can proceed with repairs. The Administrator will reimburse You or the repairing facility in accordance with the Service Agreement provisions. This Service Agreement may be paid in full at the time of purchase or financed. Coverage afforded under this Service Agreement is not guaranteed by the Property and Casualty Guaranty Association. This Service Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

**TERMS AND CONDITIONS ITEM 8 – TO OBTAIN SERVICE,** is deleted and replaced with the following: 8. To Obtain Service: If the covered product requires service, contact the Selling Dealer noted on the front page of Your Service Agreement. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem you are experiencing over the telephone. If the service agent cannot resolve the problem they will schedule a service call with You. In the event You are unable to contact the Selling Dealer, please contact the Administrator at 833-339-2366 to obtain service. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

**VERMONT only:** You may return this Service Agreement within twenty (20) days of receipt and, if no claim for service has been made, receive a full refund of the Agreement purchase price.



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**VIRGINIA only:** If any promise made in this Service Agreement has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.shtml> to file a complaint.

**WASHINGTON only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent per month on a refund that is not paid or credited within thirty (30) days after the return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event the Administrator cancels the Service Agreement, the Administrator will mail a written notice to You at Your last known address at least twenty-one (21) days prior to cancellation, which shall state the effective date of cancellation and the reason for cancellation. You may make a claim directly with Dealers Assurance Company at any time, at 15920 Addison Road, Addison, TX 75001, 800-282-8913. The state of Washington is the jurisdiction for any civil action in connection with this Service Agreement.

**WISCONSIN only:** THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. This Service Agreement may be cancelled by the purchaser within fifteen (15) days of the date of purchase for a full refund less actual administrative costs associated with issuance and cancellation. To arrange for cancellation of this Plan, please contact your selling retailer. The selling retailer shall return one hundred percent (100%) of the purchase price, less an administrative fee of ten percent (10%) of the Service Agreement price up to twenty-five dollars (\$25.00). We may only cancel this Service Agreement for material misrepresentation by You, non-payment by You, or a substantial breach of duties by You relating to the covered product or its use. If We cancel this Service Agreement, We will mail written notice to You at Your last known address at least ten (10) days prior to cancellation. The notice shall state the effective date and reason for cancellation. Lack of pre-authorization shall not be the sole grounds for a claim denial; however, unauthorized repairs may not be covered if evaluated to have been an unreasonable expense. Our obligations under this Service Agreement are insured under a contractual liability insurance policy. Should We fail to pay a covered claim under this Service Agreement within sixty (60) days after You provide proof of loss or, in the event You cancel this Service Agreement and We fail to refund the unearned portion of the Service Agreement purchase price or, if We becomes insolvent or otherwise financially impaired, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, at 1-800-282-8913 or 15920 Addison Road, Addison, TX 75001 for reimbursement. Terms & Conditions, Item 7. Limit of Liability, is deleted and replaced with the following: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product less taxes, or our limit of liability table [Attachment: Limit of Liability], whichever is less. In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price, or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please visit [www.jbandassociates.biz/lol](http://www.jbandassociates.biz/lol).

**WYOMING only:** You may return this Service Agreement within twenty (20) days of the date this Service Agreement was provided to You, or within ten (10) days if the Service Agreement was delivered to You at the time of sale. If You made no claim, the Service Agreement is void and the full purchase price will be refunded to You. The Administrator will pay a penalty of ten (10) percent on a refund that is not paid or credited within forty-five (45) days after return of the Service Agreement to the Administrator. These provisions apply only to the original purchaser of the Service Agreement. In the event Administrator cancels the Service Agreement, Administrator will mail a written notice to You at Your last known address, at least, ten (10) days prior to cancellation which shall state the effective date of cancellation and the reason for cancellation. However, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by You relating to the covered property or its use, or a substantial breach of Your duties relating to the covered product or its use.