

# PLATINUM ADVANTAGE

**Extended Warranty Protection  
For Appliances And Systems  
In New And Pre-Owned Manufactured Homes**



Administered By



## I. PLATINUM ADVANTAGE

Appliance and systems extended coverage for new and pre-owned manufactured homes.

Administered by *USHP, LLC*.

Perfect match to compliment the MHWC 10 year structural warranty for your *new* home.

Provide confidence on the purchase of your *pre-owned* home.

### Your One-Stop Source for all Your Warranty Needs!

**Choice of Terms:** New Homes: 3 – 5 – 7 year plans  
Pre-Owned Homes: 1 – 2 – 3 year plans

**Choice of Service Fees:** New Homes: \$25 – \$50 – \$100  
Pre-Owned Homes: \$50 – \$100 – \$200



### Appliances and Systems Covered:

Refrigerator, Washer, Dryer, Range/Oven/Cooktop, Range Exhaust Unit, Built-in Microwave, Dish-washer, Trash Compactor, Garbage Disposal, Garage Door Opener, Water Heater, Central Vacuum. Ductwork, Electrical, Heating and Plumbing Systems. Air Conditioning is included on new home plans and optional on pre-owned home plans.

## II. PLATINUM PLUS - Additional Benefits

### Guardian Package Includes:

**Food Spoilage:** Up to \$100 per occurrence if refrigerator breaks down due to failure of covered part where service is not available for 24 hours or longer and food spoilage occurs.

**Emergency Living Expense:** Up to \$375 per occurrence if a covered part in the heating or cooling systems fails and outside temperature exceeds 95 degrees F. or is less than 45 degrees F.

**Lost Key/Lock-Out:** Up to \$35 per occurrence (maximum of three claims per contract year) with receipt from locksmith.

### Premier Options - Additional Coverage Available for:

Freezer, Ice Maker, Pool/Spa, Roof Leaks, Septic Tank and Well Pump. If the Purchaser brings their own Washer, Dryer and Refrigerator rather than having them installed or supplied by the Builder, additional extended coverage is available.



# Home Ownership – Truly the American Dream

You purchased a *new or pre-owned* home.

You selected a Builder/Retailer based on *reputation and quality*.

You paid *attention to every detail* as you made your decision.

You made sure the *best materials and methods* were used for your American Dream.

The only thing left now is to *Protect Your Investment*.

## Peace of Mind for Your Home

You probably made certain that things like homeowner's insurance, mortgage protection, and title insurance were all in place prior to closing. Maybe you even made sure your Builder/Retailer was providing you with a written and insured warranty for the structure. But what about those systems and appliances? You hope the mechanical equipment will be trouble free...but will it? And after investing so much into the purchase and settlement of your home, what would an unexpected repair bill do to your financial situation?

**Do Away With Worry** – Let **Platinum Advantage** protect your systems and appliances in the event of an unexpected mechanical failure. *Choose from a variety of terms and options to suit your lifestyle...and your budget!*

If a covered component fails, **Platinum Advantage** is there to ease the financial burden of repair or replacement. Unlike most other extended warranty plans, YOU choose the repair provider. One simple phone call starts the service process. You pay a modest service fee and **Platinum Advantage** will pay the approved balance of the authorized repair cost.

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### **Platinum Advantage is:**

- **Simple** – One short application enrolls your home.
- **Flexible** – Various terms and options are available.
- **Economical** – Coverage today could save you thousands of dollars in repair or replacement bills tomorrow.
- **Transferable** – Increases the value of your home for resale.



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### Ordering is easy as 1 – 2 – 3 !

1. Select your **Platinum Advantage Plan**
2. Add your **Platinum Plus Options**
3. Send to **USHP** to start your coverage



## ***Platinum Advantage* includes all of these Systems and Appliances:**

- **Air Conditioning - *New Homes Only***
- **Ductwork**
- **Electrical System**
- **Heating System**
- **Plumbing System**
- **Central Vacuum**
- **Dishwasher**
- **Garage Door Opener**
- **Garbage Disposal**
- **Microwave**
- **Range/Oven/Cooktop**
- **Refrigerator**
- **Trash Compactor**
- **Washer & Dryer**
- **Water Heater**



## **Platinum *Plus* Coverage:**

**Guardian Package: Included with *Platinum Advantage***

- **Food Spoilage**
- **Living Expense**
- **Lost Key**

**Premier Options: Additional Cost Per Option**

- **Freezer**
- **Ice Maker**
- **Pool**
- **Spa**
- **Pool/Spa Combination**
- **Roof Leak Repair**
- **Septic System**
- **Well Pump System**
- **Air conditioning - optional for pre-owned homes**
- **Washer, Dryer, & Refrigerator supplied by Purchaser**



## Platinum Advantage Extended Warranty Service Agreement Coverage

Please read all of these terms and conditions carefully. This Platinum Advantage Extended Warranty Service Agreement ("Agreement") is between USHP, LLC ("USHP") and the purchaser, identified on the accompanying application form, or approved transferee ("Purchaser"). This Agreement covers only the components, appliances, systems and other items stated as covered ("Covered Items") and excludes all others. This Agreement provides coverage for specific failures resulting from normal wear and tear, or from manufacturing defects in material and workmanship occurring under normal use, and which prevent the Covered Item from performing its primary intended function ("Covered Failures"). Coverage is limited to the Agreement term selected by the Purchaser on the application form and is subject to all of the limitations, conditions and exclusions specified in this Agreement. Coverage is only valid after the receipt and acceptance of the application form by USHP.

**New Homes:** Repair coverage begins on the Agreement purchase date ("Effective Date") and continues as follows: The warranty provided by the manufacturer of the home or by the manufacturer of each appliance or system will provide protection for Covered Failures during the first year. If no manufacturer or factory warranty applies to a Covered Failure, USHP will pay the authorized portion of the repair cost. In subsequent years of this Agreement, USHP will pay the authorized portion of the repair cost for Covered Failures. Agreement expiration is based on the term purchased and is stated on the confirmation receipt.

**Pre-Owned Homes:** Repair coverage begins on the Effective Date. Agreement expiration is based on the term purchased and is stated on the confirmation receipt.

### Platinum Advantage Covered Components & Systems

#### 1. Appliances & Equipment

**The covered components are:** Appliances must be built-in or included with the purchase of the home and owned by the Purchaser. Coverage is for primary unit only – no secondary units or portable appliances are covered by this Agreement.

**The following are excluded from coverage:** Any cosmetic loss or damage such as chipping, denting, etc; the cost of attaining access or repair or replacement of cabinets or countertops; the cost of repairing damage caused in gaining access to covered appliances for the purpose of repair, removal, etc; structural components, panels and cabinetry; water flow restrictions due to mineral deposits including lime.



##### 1A. Central Vacuum System

**The covered components are:** Motors; switches; relays and wiring.  
**The following are excluded from coverage:** Knobs and handles; hoses; powerhead assemblies; attachments; ductwork.



##### 1B. Dishwasher

**The covered components are:** Timers; motors; pumps; switches; heating elements; wash arms; fill valves; hinges and latches; automatic soap dispensers; wiring; solid state control boards.  
**The following are excluded from coverage:** Racks; baskets; rollers; internal shells; knobs and handles; door seals.



##### 1C. Garage Door Opener

**The covered components are:** Motors; receiver boards; relays; switches; sensors; and drive trains.  
**The following are excluded from coverage:** Counterbalance mechanisms (including cables and springs); tracks; rollers; remote sending units.



##### 1D. Garbage Disposal

**The covered components are:** All parts and components.



##### 1E. Microwave (Built-in)

**The covered components are:** All electronic components; wiring; motors; timers; touch pads; hinges and latch assemblies; power cords.  
**The following are excluded from coverage:** Microwave leakage; interior lining; door glass; meat probes; rotisseries; clocks; shelves; knobs and handles; light bulbs and fixtures; door seals; portable or counter top units.



##### 1F. Range/Oven/Cooktop

**The covered components are:** Thermostats; clock/timers (self-clean only); wiring; heating elements/burners (sensi-heat burners will be replaced with standard burners only); gas valves; igniters; controls; power cords; hinges and latches.

**The following are excluded from coverage:** Clocks unless they affect the function of the unit; ceramic cooktops; cooking accessories; self-cleaning mechanisms; racks; shelves; drawers; meat probes; rotisseries; knobs and handles; drip pans; oven liners.



##### 1G. Range Exhaust Unit

**The covered components are:** Self contained over range and down draft cooktop units; motors; switches and wiring.



##### 1H. Refrigerator

**The covered components are:** Hinges; door seals; compressors; condensers; evaporators; fan motors; timers; thermostats; defrost heaters; wiring; and power cords.

**The following are excluded from coverage:** Racks; shelves; drawers; knobs and handles; ice makers or crushers; beverage dispensers; broken interior; thermal shells; freezers which are not an integral part of the refrigerator; light bulbs and fixtures; food spoilage except as provided for under the Guardian Package.



##### 1I. Trash Compactor

**The covered components are:** Motors; switches; relays; wiring; ram assembly; and tracks.

**The following are excluded from coverage:** Buckets; automatic deodorizers; knobs and handles; lock and key assemblies.



##### 1J. Washer and Dryer

**The covered components are:** Transmission; motors; pumps; timers; wiring; relays and switches; water valves; belts; hoses; power cords; thermostats; heating elements and burners; gas valves; drum rollers and pulleys.

**The following are excluded from coverage:** Door seals; agitators; inner and outer tubs; removable mini tubs; filters and screens; automatic dispensers; drum; venting; light bulbs and fixtures; knobs and handles; damage to clothing.



##### 1K. Water Heater

**The covered components are:** Gas or electric systems up to 52 gallons in capacity; tank; burner assembly; thermostat; ignition system and thermocoil.

**The following are excluded from coverage:** Oil hot water tank or oil storage tank; loss arising as result of mineral or chemical deposits; water residue; insufficient capacity.



#### 2. Electrical System

**The covered components are:** Wiring; fuse panels; circuit breakers and boxes; outlets; switches; burglar alarm; fire and smoke detectors; doorbells; exhaust, ceiling, and attic fans (motors, switches, controls, bearings and blades); function of light fixtures attached to the home.

**The following are excluded from coverage:** Meter boxes; timers; belts; shutters; filters; load control devices; intercom system; stereos; audio/video or monitoring equipment; any wiring or other electrical items located outside of the foundation perimeter of the principal dwelling and attached garage; any loss arising out of power failure or conditions of overload and/or surge or inadequate wiring capacity; direct current (DC) wiring; cable, satellite, or telephone wiring; corrosion caused by moisture; loss due to water seepage along service cable.



#### 3. Heating System

**The covered components are:** Central heating system including gas, electric, oil, centrally ducted gravity, steam or hot water heat systems up to five ton per unit maximum; permanently mounted wall units; interior gas lines; heat exchanger and/or combustion chamber; heat/air pumps; furnace mounted humidifiers; blower fan motors; internal system controls; wall thermostats. Applies to primary system only.

**The following are excluded from coverage:** Fireplaces and key valves; gas log systems including gas feed lines; any converted units; structural components, panels and cabinetry; hydronic heating coils and lines; radiant heating coils built into floors, walls or ceilings; filters and sleeves including electronic/electrostatic and deionizing filter systems; baseboard casings; coal or wood burning equipment; free-standing or portable heating units; ground source or water source heat pumps; fuel oil lines; fuel storage tanks; registers; chimneys and flues; vents; grills; clocks; timers; heat lamps; solar heating systems; improperly sized heating systems; cleaning and/or maintenance.



#### Ductwork

**The covered components are:** Accessible ductwork from heating/air conditioning unit to point of attachment to registers and grills.

**The following are excluded from coverage:** Registers, grills and dampers; insulation; asbestos insulated ductwork; crushed ductwork; ductwork damaged by moisture, water, pests or animals. Inaccessible ductwork includes ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as permanent partitions, chimneys, etc and ductwork embedded in floors, walls or ceilings, and is subject to the Limit of Liability as noted in this Agreement.



#### 4. Plumbing System (Within the perimeter of the main foundation and attached garage)

**The covered components are:** Sink (internal parts); toilets (tank, bowl & internal parts); toilet wax ring seals; vents; angle stops & risers; permanently installed sump pumps (ground water only); water softeners; tubs (including whirlpool motor and pump assembly); shower, tub and diverter valves; fittings and connections; leaks and breaks to drain/water/gas/vent lines. Stoppages in drain and waste lines within the perimeter of the main dwelling, which can be cleared with 125 feet of sewer cable, except if caused by roots (clearing of same lines after 14 days has elapsed shall be considered a new claim

and subject to a new Service Fee).

**The following are excluded from coverage:** Conditions of insufficient/excessive water pressure; pressure regulating devices; faucets & fixtures; saunas or steam rooms; hose bibbs; vents & flues; any loss arising out of mineral or chemical deposits; water residue or insufficient capacity; any loss arising from porcelain chipping, scratches, cracks, dents, or other externally caused physical damages; waste or soil stoppages or backups caused by overloading or improper use of the plumbing system, septic or other holding or fuel tanks; sewage ejector pumps; solar systems; color or purity of water; water filters or purification systems; resin bed; ion exchange; shower enclosures; shower base pans; toilet lids & seats, caulking and grouting; fire or lawn sprinklers; tile fields; leach beds; damage caused by freezing, root, rock or earth movement; all plumbing located under the foundation or slab; repair and finish of any walls, floors, or ceiling where it is necessary to break through to effect repairs; water damage.

#### 5. Air Conditioning (Standard Coverage on New Homes; Optional Coverage On Pre-Owned Homes)



**The covered components are:** Refrigerative or evaporative cooling units with five ton per unit maximum; permanently mounted air conditioning units; thermostat; compressor; condenser and evaporative coils; condenser fan motor; water evaporative coolers; blower fan motor; switches; pump; ducts; PC boards and ductwork from unit to point of attachment to registers and grills. All units must be centrally ducted. **The following are excluded from coverage:** External lines; free standing or window units; filters; electronic air cleaner; sleeves; evaporative cooler pads; chiller components; ground or water source heat pumps; water towers; humidifiers; dehumidifiers; registers; grills; flues and vents; structural components, panels and cabinetry; filters including electronic/electrostatic and deionizing filter systems; condensate drain pans and lines; improperly sized cooling systems; interconnecting freon lines external of the equipment; recapture/reclamation of refrigerant; underground geo-thermal piping; heat recovery units; cleaning and/or maintenance.

#### 6. Commercial Use (Optional Coverage for New Units Only)

**Covers:** Only homes used for temporary living, schools, rentals or offices. Additional fees apply. If this coverage has been selected and paid for, it will be listed as covered on the confirmation receipt.

**The following are excluded from coverage:** Construction, job site housing, or any other non-private residential use; all pre-owned homes.

#### Platinum Plus Additional Benefits

##### Guardian Package Includes



**Food Spoilage:** If, due to a Covered Failure, the refrigerator is inoperative, and service is not available for 24 hours or longer, and food spoilage occurs, this Agreement allows for the payment of up to \$100 per occurrence. The Purchaser must provide an itemized list of losses with costs.



**Emergency Living Expense:** If, due to a Covered Failure, the furnace or air conditioner is inoperative, and the outside temperature is lower than 45 degrees F. for a furnace Covered Failure or higher than 95 degrees F. for an air conditioning Covered Failure, this Agreement allows for the payment of up to \$125 per day for hotel and meals for up to 3 days (\$375 maximum). The Purchaser must provide paid receipts for such hotel and meals expenses.



**Lost Key:** If the Purchaser is locked out of the dwelling or loses the key, this Agreement allows for the payment of \$35 per occurrence. The Purchaser must provide paid receipts from the locksmith. Maximum of three (3) claims per Agreement year.

#### Premier Options Available

##### Freezer



**The covered components are:** Hinges; door seals; compressors; condensers; evaporators; fan motors; timers; thermostats; defrost heaters; wiring; and power cords of chest or upright freezers.

**The following are excluded from coverage:** Racks; shelves; drawers; knobs and handles; ice makers or crushers; beverage dispensers; broken interior; thermal shells; light bulbs and fixtures.

##### Ice Maker



**The covered components are:** All components and parts of an ice maker that is built-in to a covered kitchen refrigerator.

**The following are excluded from coverage:** Replacement of covered refrigerator if the covered ice maker cannot be repaired or replaced separately.

##### Pool and/or Spa



**The covered components are:** Components and parts of the heating, pumping, and filtration system – primary circulator pumps, motor, gaskets, relays and impellers; filters ( housings, laterals, pressure gauges, back flush valves); air pumps; above ground plumbing lines leading to and from the unit. A spa, including an exterior hot tub and whirlpool.

is also covered along with a swimming pool if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the pool or the spa unless the Purchaser has selected the pool/spa combination coverage.

**The following are excluded from coverage:** Pool sweeps; skimmers; pool sweep motors; lights; jets; liners; concrete encased or underground electrical, plumbing, or gas lines; built-in or detachable cleaning equipment including creepy crawlers, chlorinators, automatic feeders and chemicals, filter elements or media; timer systems; structural defects; solar equipment & heaters.



##### Roof Leak Repair

**The covered components are:** Water leaks must occur during the Agreement term for coverage to apply.

**The following are excluded from coverage:** Pre-existing leaks; gutters; drain lines; roof-mounted installations; leaks in any deck or balcony; leaks which result from or are caused by any of the following: missing and/or broken shingles or tiles; damage due to persons walking or standing on the roof; repairs not performed in a workmanlike manner; failure to perform normal roof maintenance; or acts of God including but not limited to fire, tornado, hurricane, windstorm, snowstorm, earthquake and lightning.



##### Septic

**The covered components are:** Ejector pumps; septic tank and line from house. Coverage begins thirty (30) days after the Effective Date of this Agreement.

**The following are excluded from coverage:** Tile fields and leach beds; insufficient capacity; clean out; collapse of or damage to line from house caused by roots, rocks, or earth movement.



##### Well Pump System

**The covered components are:** All components and parts (motor, pump, impellers, seals, controls) of submersible or above ground well pump if utilized as sole water supply source for primary dwelling. Coverage begins thirty (30) days after the Effective Date of this Agreement.

**The following are excluded from coverage:** Pressure, holding or storage tank; piping and electrical lines leading to and from unit; joint wells; well casings; re-drilling of wells; secondary/booster pumps; failure attributed to well impurity; contamination or lack of water; excavation or other charges necessary to gain access to the pump.



**Washer, Dryer, Refrigerator Supplied by Purchaser** Coverage for this option begins 30 days after the Effective Date of this Agreement. Additional fee required for coverage when appliances supplied by Purchaser rather than included in home purchase. All other terms and conditions apply to these appliances.

**Renewal** This Agreement may be renewed. USHP will contact the Purchaser with renewal rates and terms.

**Transfer** This Agreement may be assigned only upon sale of the dwelling. Notice of the transfer shall be given to USHP and coverage under this Agreement shall not apply until USHP approves such assignment in writing. Purchaser must send to USHP a \$25 transfer fee within 15 days of transfer of ownership.

**Cancellation** This Agreement applies only to the Purchaser and the dwelling listed on the Agreement application. In the event the Purchaser cancels this Agreement within 30 days of the Effective Date, issuing Builder/Retailer and USHP agree to cancel the Agreement and, if Purchaser has made no claim under this Agreement, issue a full refund. If the Purchaser cancels the Agreement beyond 30 days from the Effective Date, issuing Builder/Retailer and USHP agree to calculate and make a pro rata refund (minus any claims pending & cancellation fee) based on time remaining in the Agreement. The cancellation fee is \$40. USHP may cancel this Agreement for non-payment of Agreement charge, for a substantial breach of duties by the Purchaser under this Agreement, or for material misrepresentation or fraud in obtaining the Agreement or in submitting a claim. Only the original Purchaser or USHP may cancel this Agreement.

**Relocation** If the dwelling listed on the Agreement application is moved to another location, this coverage may be continued provided:

- a licensed & insured transporter moves the dwelling,
- USHP is notified in writing prior to the move with the new address information, telephone number and Agreement number, and
- the Purchaser schedules and pays for an inspection with USHP.

Any damage caused by transportation to and installment at any site is not covered by this Agreement.

**Service Fee** In the event of a Covered Failure, the Purchaser must pay either the service fee as selected by the Purchaser on the Agreement Application and listed on the confirmation receipt provided to the Purchaser or the actual cost of repair, whichever is less ("Service Fee").

## Purchaser's Obligations

1. The Purchaser is obligated to perform normal maintenance and minor repairs on Covered Items in conformance with applicable owners' manuals. Receipts supporting any service shall be maintained by the Purchaser.
2. When a failure occurs, protect the Covered Item from further damage.
3. Pay to the Repairer the Service Fee for each repair or replacement as listed on the confirmation receipt provided to the Purchaser.
4. Failure to pay the Service Fee will result in suspension of coverage until the Service Fee is paid. At that time, coverage may be reinstated, but the Agreement period will not be extended. USHP will not respond to a new request for service when any previous Service Fee is outstanding.
5. If payments are made under this Agreement and the Purchaser has a right to recovery from another party, the Purchaser's rights shall become USHP's rights up to the amount paid by USHP. The Purchaser shall assign all such rights against third parties to USHP.

**USHP's Obligations** USHP will reimburse the Purchaser for reasonable costs to repair or replace any of the Covered Items listed in this Agreement if required as a result of a Covered Failure. USHP reserves the right to offer cash in lieu of repair or replacement in the amount of USHP's actual cost to repair or replace such Covered Item subject to the terms of this Agreement.

## Conditions

1. This Agreement does not cover all defects and may not necessarily cover the entire cost of repair but is subject to specific limits, conditions and exclusions as stated in this Agreement. Coverage is provided for Covered Failures to Covered Items only.
2. This Agreement does not replace the Purchaser's responsibility for normal maintenance and minor repairs.
3. This Agreement covers only those Covered Items which are located within the dwelling, owned by the Purchaser, installed by the manufacturer (except for washer, dryer or refrigerator supplied by the Purchaser, if optional coverage is purchased by the Purchaser), in place and fully operational on the Effective Date of this Agreement.
4. Replacement will be made with like kind and quality. USHP decides whether to repair or replace. "Like kind" for appliances and plumbing fixtures means equal or better quality equipment. "Like kind" for heating and air conditioning equipment means equal or better energy efficiency rating. Better quality equipment or better energy efficiency rating will be provided at the option of USHP.
5. If a covered appliance or system is rendered inoperable due to non-availability of a component part, USHP shall not be responsible for replacing entire appliance or system but shall be required only to make a reasonable allowance based on the value of comparable parts or labor which are then currently available.
6. Additional fees may apply to dispose of an old appliance, system or component including but not limited to: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, hot water heaters, and any component, system or appliance which contains dangerous or hazardous material.
7. If work performed under this Agreement fails within 30 days for labor and 90 days for parts, subsequent Service Fees for the same work will be waived.
8. USHP is not responsible for matching color or brand or upgrading replaced appliances or equipment or for cost of construction or carpentry made necessary by different dimensions due to replacement of defective equipment or appliance.
9. USHP is not responsible for code compliance with any building, fire, zoning or other local ordinances or state and federal laws or regulations.
10. When necessary to open walls, floors or ceilings to perform a covered service, USHP will authorize repairs to restore surfaces to a rough finish only.
11. USHP reserves right to obtain a second opinion regarding either the estimated cost of repair or the determination of a Covered Failure at its own cost.
12. This Agreement provides coverage only in excess of coverage provided by other warranties or insurance, whether collectible or not.
13. This Agreement shall be interpreted and enforced in accordance with the laws of the state in which the home (as specified on the application) is located.

## Exclusions - The following are not covered by this Agreement:

1. Covered Failures repaired without prior authorization from USHP.
2. Losses covered by manufacturer's recall, service contract or other insurance.
3. Losses to any item not owned by Purchaser.
4. Loss resulting from failure to comply with owner's manual instructions, misuse, accident, abuse, failure to clean or maintain, missing parts, structural changes or leased equipment.
5. Loss caused by alteration or modification of dwelling in conflict with manufacturer's specifications.
6. Structural loss of any kind.
7. Loss, damage, or injury to persons or property resulting from failure of any parts of a Covered Item.
8. Loss resulting from moving, transportation by Purchaser, or public conveyance.
9. Loss caused by, contributed to, or aggravated by moisture, wet or dry rot, mold, mildew, fungus, rust or corrosion.
10. Any Covered Item that has not actually failed to perform its intended

function.

11. Any defect in any hot or cold water delivery service utilizing polybutylene tubing.
12. Damage caused by water leakage or seepage in any form.
13. Consequential or incidental damages of any kind.
14. Loss resulting from accidents, collision, glass breakage, riots, theft, vandalism, civil commotion, nuclear hazards, acts of God or nature, fire, explosion, blasting, smoke, water escape, wind storm, hurricanes, tornadoes, hail, lightning, ice, snow, frost, freezing, condensation, falling trees, aircraft, vehicles, flood, mudslides, sinkholes, mine subsidence, faults, crevices, earthquake, land shock, waves or tremors occurring before, during or after a volcanic eruption, power failure.
15. Damage due to improper setup, blocking or leveling including anchoring if applicable.
16. Loss resulting from commercial use unless commercial use surcharge paid.
17. Pre-existing defects or deficiencies in otherwise Covered Items.
18. Damage caused by insects, vermin, birds, bats, rodents, reptiles, wild or domestic animals.
19. Failure to minimize or prevent loss or damage in a timely manner.
20. Repairs requiring removal or transportation of hazardous materials (including asbestos) or costs for freon recovery.
21. Failure due to design, improper installation, inadequacy or capacity, or previous repair of otherwise Covered Items.
22. Additional charges to remove or install non-related equipment in order to make a covered repair.

**Limit of Liability** With respect to access, diagnosis, and repair or replacement, in no event shall USHP be liable for any claims in excess of:

- \$1500 in the aggregate for any Cooling or Heating System;
- \$500 in the aggregate for ductwork or plumbing systems, including closing the access opening and returning to a rough finish only;
- \$1000 in the aggregate for any pool and/or spa system or for any septic system;
- \$500 in the aggregate for any Roof Leak.

The maximum aggregate liability for USHP for all claims under this Agreement is \$25,000.

## Claim Reporting

- Contact a reputable repairing facility in your area ("Repairer") to arrange repair service.
- The Repairer must contact the USHP Service Agreement Dept toll free at **866-394-5135** PRIOR to starting any repairs and provide diagnosis of problem, estimate of repair costs and Agreement #.
- Non-emergency calls should be placed to USHP Monday through Friday between 8 a.m. and 5 p.m. ET. Emergency calls will be accepted 24 hours a day, 7 days a week. An "emergency" is defined as a loss of all cooling or heating during extreme temperatures, the loss of all toilet or shower/tub facilities, water leaks that cannot be shut off, total sewer stoppage, loss of electrical system or dangerous condition which threatens the safety of the residents. Emergency calls will receive priority attention. Safety considerations do not allow work on rooftops in dark or storm conditions.
- The Purchaser must ensure that USHP has issued an authorization number to the Repairer before repairs begin.
- USHP will pay the Repairer for authorized repair costs.
- The Purchaser assumes all liability for unauthorized repairs & Service Fees.
- If the Repairer requires immediate payment, the Purchaser must pay the Repairer the entire cost and submit detailed receipt within 90 days of the approval date to USHP for reimbursement for authorized repair costs.
- The detailed receipt must be sent to:  
**USHP, LLC, Administrator,  
Service Agreement Dept., 5300 Derry Street, Harrisburg,  
PA 17111-3598**
- The Purchaser must keep a copy of all receipts submitted to USHP for their own files.
- The detailed receipt must include: Purchaser's name, address & telephone number; Repairer's name, address & telephone number; Make, model and serial number of home; Labor rate and hours; Description of failure and repair; Part names, numbers & cost; Authorization number; Purchaser's signature.
- All claims on Covered Items that are under the original equipment manufacturer's warranty must be reported directly to that manufacturer's authorized repair facility as they are not covered by this Agreement.

**Arbitration** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, will be resolved by binding arbitration. Arbitration is in lieu of court proceedings, the right to which is hereby waived, and the findings of the arbitrator are final and binding on all parties. Purchaser must provide written notice requesting arbitration. Notice must be sent by Certified Mail, Return Receipt Requested to: USHP, LLC, Administrator, 5300 Derry Street, Harrisburg, PA 17111-3598, Attention: Service Agreement Department.

The arbitration will be conducted by an independent arbitration service upon which the Purchaser and USHP agree. This binding arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. Sections 1 et seq. The arbitration will be conducted in accordance with this Agreement, and the arbitration rules and regulations to the extent that they are not in conflict with the Federal Arbitration Act.

# Platinum Advantage – Extended Warranty Service Agreement Application

## I. SELECT YOUR PREFERRED TERM OPTION AND SERVICE FEE.

<b>Coverage Selections:</b>	<u>New</u>	<u>Pre-Owned</u>
<b>Term</b>	___ 3 years ___ 5 years ___ 7 years	___ 1 years ___ 2 years ___ 3 years
<b>Service Fee</b>	___ \$25 ___ \$50 ___ \$100	___ \$50 ___ \$100 ___ \$200
<b>Covered Components</b>	1 - 5	1 - 4

## II. SELECT YOUR OPTION COVERAGE CHOICES – TERM MUST BE IDENTICAL TO THE TERM FROM PART ONE ABOVE

Optional Coverage	<u>New</u>	<u>Cost</u>	<u>Pre-Owned</u>	<u>Cost</u>
Air Conditioning	<i>Included</i>	-0-	___ Yes ___ No	___
Commercial Use	___ Yes ___ No	___	<i>Not available Not available</i>	
Freezer	___ Yes ___ No	___	___ Yes ___ No	___
Icemaker	___ Yes ___ No	___	___ Yes ___ No	___
Pool	___ Yes ___ No	___	___ Yes ___ No	___
Spa	___ Yes ___ No	___	___ Yes ___ No	___
Pool/Spa Combination	___ Yes ___ No	___	___ Yes ___ No	___
Roof Leaks	___ Yes ___ No	___	___ Yes ___ No	___
Septic Tank	___ Yes ___ No	___	___ Yes ___ No	___
Well Pump	___ Yes ___ No	___	___ Yes ___ No	___
Wash/Dry/Refrigerator	___ Yes ___ No	___	___ Yes ___ No	___
<b>Optional Coverage Subtotal</b>		___		___
<b>Agreement Price</b>		___		___
<b>Sales Tax (if applicable)</b>		___		___
<b>Total</b>		___		___

**PLEASE NOTE:** Repair coverage begins on the Agreement purchase date (“Effective Date”) specified below and continues for the term selected by the Purchaser. The Service Fee selected is payable on a “per trade call” basis. Except for the optional coverage for washer, dryer or refrigerator supplied by the Purchaser (if this coverage is purchased by the Purchaser), coverage is provided only on systems and appliances that come with the sale of the house. **By signing this application, the Builder/Retailer and Purchaser each certify that all covered appliances and systems are sound and in good working order at the time of purchase of this Agreement. Any dispute regarding this Agreement will be submitted to binding arbitration as provided in the Agreement.** This program is separate from any structural or other coverage provided by the Builder/Retailer. The Builder/Retailer may receive a fee for services rendered in the marketing and administration of the sale of this Agreement from USHP. The Builder/Retailer must make check payable to U.S. Home Protection, LLC and submit it along with this application to **USHP, LLC, 5300 Derry Street, Harrisburg, PA 17111-3598**. A copy of this application and a confirmation receipt will be returned to the Purchaser within 60 days to confirm enrollment. Refer to Agreement for terms, conditions and limitations. **THE MAXIMUM LIMIT OF LIABILITY OF USHP FOR ALL CLAIMS MADE UNDER THIS AGREEMENT IS \$25,000.**

## III. COMPLETE THIS SECTION AND SUBMIT WITH PROPER PAYMENT TO “USHP, LLC”:

### PURCHASER INFORMATION

*All Purchaser Information Must Be Completed:*

Purchaser(s) Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Original Closing Date: \_\_\_\_\_

\_\_\_\_ Check here if this home is enrolled in any of the structural warranties offered by MHWC.

Enrollment # (if applicable): \_\_\_\_\_

\_\_\_\_\_  
Purchaser’s Signature Date

\_\_\_\_\_  
Purchaser’s Signature Date

### MANUFACTURER INFORMATION

*Please provide the following information about this home:*

Manufacturer Name: \_\_\_\_\_

Serial #: \_\_\_\_\_ Year: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_

Effective Date of Manufacturer’s Warranty: \_\_\_\_\_

Retail Price: \_\_\_\_\_ Size: \_\_\_\_\_

Note: Platinum Advantage is available for New Homes or Pre-Owned Homes built after 1980.

### BUILDER/RETAILER INFORMATION (if applicable)

*If Platinum Advantage is being offered to the Purchaser by the Builder, the Builder should also complete the following section:*

Builder/Retailer Name: \_\_\_\_\_  
Date

Authorized Builder/Retailer’s Signature Title

Builder/Retailer MHWC Registration # (if applicable): \_\_\_\_\_

\_\_\_\_ Homeowner must initial here if Platinum Advantage coverage was offered to them but is being declined.

**OFFICE USE ONLY:**

Platinum Advantage Effective Date: \_\_\_\_\_

Platinum Advantage Sold By: \_\_\_\_\_

Platinum Advantage Agreement #: \_\_\_\_\_

Platinum Advantage Registration #: \_\_\_\_\_

Date Received: \_\_\_\_\_ Check #: \_\_\_\_\_ Check Amount: \_\_\_\_\_

Builder/Retailer Rate Due USHP: \_\_\_\_\_