

# TERMS & CONDITIONS

## TEXAS, FLORIDA, ARIZONA AND NEVADA HOMEOWNERS SPECIAL PROVISIONS:

(a) This contract excludes any service or replacement performed by another company on a covered product without written authorization by BFS. Improper repairs or installation of equipment prior to contract is not covered. (b) Air conditioning coverage is limited to two (2) units (unless additional coverage is purchased). (c) You are responsible for providing maintenance and cleaning on covered items as specified by manufacturer to ensure continued coverage on such items. For example, heating and air conditioning systems require periodic cleaning and/ or replacement of filters and cleaning of evaporator and condenser coils. If product is not maintained there may be a charge for repairing covered item. (d) The cost for each service call will be \$75/\$0 as per contract selected/per claim/per product or actual cost, whichever is less. Failure to pay service fee will result in suspension of service until fee has been paid. (e) Pre-existing conditions are not covered for the first 30 days by this Warranty Contract unless qualifications are met. See Unknown pre-existing conditions section for more details. (f) Coverages apply only to items as listed – anything not listed is not covered. (g) BFS is not responsible for parts and equipment delays. (h) BFS will initiate service within 48 hours after request is made by contract holder under normal circumstances. Regular service is from 8:00 a.m.– 5:00 p.m. Monday through Friday. Emergency service is available and can be defined as: temperatures exceeding 98 degrees and less than 36 degrees, gas leaks, unstoppage water, and loss of refrigeration. The consumer may be liable for overtime charges for nonemergency, after-hours work. (i) This contract is non-cancellable by BFS (except for non-payment of fees, fraud or misrepresentation). If cancelled by BFS, a return of premium shall be based upon 100% of unearned prorated premium. (j) Any home warranty agreement may be cancelled by the purchaser within ten (10) days after purchase. This refund will be 100% of gross premium paid, less any claims paid on the agreement. A reasonable administrative fee may be charged, not to exceed 5% of the gross premium paid by the warranty agreement holder. After the home warranty agreement has been in effect for 10 days, if the contract is cancelled by the warranty holder the refund shall be based on 90% of unearned pro rata premium less any claims that have been paid. (k) BFS has the sole right to decide to repair or replace a part of equipment. Such replacement will be made at similar or equivalent quality. (l) Replacement upgrades are available at homeowners expense. (m) Parts guaranteed 90 days – labor 30 days. (n) For new homes, coverage begins at close of sale providing payment is received no later than 14 days after closing. (o) Buyer options available only within 30 days of contract date. However, coverage shall expire (1) one year after close of sale. (p) All items to be covered must be in proper working condition for contract to be valid. (q) Coverage limited to perimeter of dwelling and is limited to interior residence only. (r) 1.) If the covered property changes ownership during the contract period, please call 1-800-237-9910 for further information to transfer coverage to the new owner. 2.) This contract may be renewed at the option of BFS and where permitted by state law. In that event you will be notified of the prevailing rate and terms for renewal.

**PLUMBING COVERAGE:** Covers up to 3 bathrooms. Washers and seals in faucets, floats, washers and seals in toilet tanks. Leaks in water/drain pipes, if the pipes are exposed and can be welded. **Not Covered:** Fixtures, bathtubs, showers, shower enclosures and base pans, sinks, toilets, lids and seats, toilet tanks, caulking or grouting, faucets, tubs, wax rings, water valves, or any water damage – even if such water damage results from our cleaning lines. Inadequate, polluted, abnormal water supply, drainage or sewer system. Septic tanks, pumps.

**LINE CLEARING:** Stoppage on traps, drains, toilets, sinks or tubs that can be cleared by a plunger or hand snake. **Not Covered:** Stoppages past 6 ft (unless Stoppage Coverage is purchased).

**ELECTRICAL COVERAGE:** Standard switches, outlets, and circuit breakers, short circuits, in wall switches and receptacles if accessible. **Not Covered:** Door bells, alarms, intercoms, electrical breaker panels, main breakers, ground fault breakers. Power failures or surges, inadequate wiring capacity.

**WATER HEATER COVERAGE:** Up to 50 gallons. Standard tank type: All

functional components and parts. **Not Covered:** Solar water heaters, solar components, holding or storage tanks, pumps, noise, power vent on gas water heater. Tankless water heaters covered up to \$500.

**AIR CONDITIONING/HEATING COVERAGE:** Up to 5 tons. Cooling: All functional parts and components of electric central ducted forced air, air conditioners, built-in wall units, heat pumps. Heating: All functional parts and components of electric central ducted forced air, oil, gas and electric heating units. If necessary, the air conditioning equipment will be replaced with a standard seer upgraded unit. **Not Covered:** Filters, filter dryers, grills, ductwork, flues, vents, electronic air cleaners, window units, water towers, humidifiers, programmable thermostats and comfort centers, humidistat, water pumps and wells, floor type or baseboard heaters, water or stream heating, oil storage tanks, portable units, solar heating and heat recovery systems, system conversion, chiller or gas air conditioners.

**GARBAGE DISPOSAL:** Up to 1/2 horsepower. All components and parts. **THIS WARRANTY CONTRACT EXCLUDES...** (1) Plastic, rubber, porcelain, glass or ceramic parts, fuses, gaskets, clocks, racks, handles, knobs, doors, shelves, dials, filters, seals. (2) Inner and outer cabinet parts. (3) Food spoilage. (4) Cosmetic repairs. Cleaning of any type, product sounds or odors. (5) Toxic or asbestos material removal. (6) Carpet discoloration, marring of the floors or other minor damages incidental to necessary moving of a product to make a repair. (7) Product problems resulting from power surges or power reductions. (8) Moving or relocating a product except in the course of normal and covered repairs. (9) Panel boxes and/or disconnect boxes. (10) Non-functional inadequate drainage or sewage systems. (11) Solar heating and heat recovery systems of all types. (12) Equipment, plumbing, electrical and refrigerant lines not accessible, including, but not limited to those encased within the ceiling, the floor or walls. Work, including parts and labor, on masonry, tile or other parts of the residential structure requiring patching, opening/closing of walls, floors, ceilings or doorways. (13) Cost of crane or special equipment, code violations and upgrades, permits, cabinet or counter work related to appliance repair or replacement. (14) Inefficient and/or inadequate capacities of equipment, design changes other than manufacturer approved. (15) Condos – Shared or common equipment. (16) Any EPA or government regulation affecting the repair or conversion of air conditioning or refrigeration products. (17) Damage of any kind from accident, abuse, misuse, fire, flood, windstorm or act(s) of God. (18) Damage to property or any expense resulting from water, mold, mildew, or fungus damage. (19) State sales tax on replaced equipment to be paid by the contract holder if required. (20) Coverage on all foreign, high end or commercial appliances is limited to \$1,500 (including, but not limited to: Wolf, Sub-zero, Viking, GE Profile, etc.). (21) Damage from insects and rodents. (22) Variable speed motors and two stage compressors. (23) Circuit Board coverage limited to \$250 per item. (24) Heat exchangers. (25) Shut off valves. (26) Electrical Cords. (27) Modifications and/or upgrades required by manufacturer (including software).

**UNKNOWN PRE-EXISTING CONDITIONS:** BFS will cover equipment if a problem was unknown before you purchased the home. We will repair a failure provided it was not known or could not have been detected by a visual inspection or simple mechanical test. Within the first 30 days of the contract, in order to qualify for this coverage, a home inspection must have been completed within the past 60 days and BFS may request it for our files. We may require the inspection report as well as invoices for repairs that were made before providing service. Other than these exceptions, all other limitations and exclusions apply.

**5 POINT A/C TUNE-UP:** Between February 1st and March 31st BFS will calibrate thermostat, check refrigerant levels, check pressures, check condensate lines, and clean or replace filters (owner supplied). **Exclusions:** Filters, cleaning of condensate line stoppages, evaporator/indoor coil cleaning including acid cleaning, cleaning

or unclogging services required to correct problems related to the lack of manufacturer recommended maintenance (filters must be replaced monthly).

**NOTE:** Service fee (Deductible) is required for service, except if “No Deductible” option has been purchased. The contract holder is responsible for scheduling the tune-up during the specified pre-season period by calling the local office.

### OPTIONAL COVERAGE...

**EMERGENCY SERVICE:** When coverage is selected, BFS will initiate service within 24 hours of emergency service request.

**STOVE/OVEN/COOKTOP COVERAGE:** All functional components and parts. **Not Covered:** Meat probe assemblies, rotisseries, sensi-temp burners will only be replaced with standard burners, ceramic or glass stove tops, range hoods.

**MICROWAVE COVERAGE:** (Built-in only) – All functional components and parts. **Not Covered:** Portable or countertop units, meat probe assembly, rotisserie.

**DISHWASHER COVERAGE:** All functional components and parts. **Not Covered:** Baskets, rollers.

**REFRIGERATOR/ICE MAKER COVERAGE:** Indoor refrigerator only: all functional components and parts including integral freezer and one (1) ice maker only. **Not Covered:** Ice buckets.

**POOL AND/OR SPA COVERAGE:** (Inground type only): Both built-in Pool/Spa are covered if they use common equipment. If they have separate pump and filtration systems, then only one or the other is covered unless additional fee is paid. Main circulating pump, motor, and heater; \$1,500 maximum per contract. **Not Covered:** Replacement of pool or spa, air pumps, salt cell, filter maintenance, concrete encased, inaccessible or underground plumbing, electrical and gas lines, structural defects, lights, solar water heaters, pool sweeps, jets, pool water, cleaning and cleaning equipment of any type, hot tubs, whirlpools, timers, ionization filters, filter housing.

**WASHER/DRYER COVERAGE:** All functional components and parts. **Not Covered:** Tubs, lint and filter screens, soap dispensers, clothing damage.

**GARAGE DOOR OPENERS:** Motor, switches, wiring, receiver unit. **Not Covered:** Garage door opener sending units, springs, hinges, tracks, doors.

**STOPPAGE COVERAGE:** Cleaning of stoppages in drain and sewer lines up to 100 ft. from access point. Main line stoppages are only covered when there is an accessible ground level clean out. **Not Covered:** Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the confines of the main foundation of the home. Stoppages due to roots or foreign objects. Access to drain or sewer line to vent or the removal of the water closet. Cost to locate access or install a ground level clean out. Septic Tanks.

**WATER SOFTENER COVERAGE:** All components that affect operation of the unit. Water Softener coverage limited to \$250. Proof of routine maintenance required before service or replacement of water softener. **Not Covered:** All items that do not affect the operation of the unit, lack of routine maintenance.

**EXTENDED PLUMBING COVERAGE:** Faucet cartridges, strainer baskets, wax rings, stoppage coverage, angle stops, all additional bathrooms.

**SELLER'S COVERAGE:** BFS will pay up to two thousand dollars (\$2,000) total for access, diagnosis, and repair/ replacement of all covered items for a home Seller's Coverage while the seller's residential property is listed but before sale closing. Seller's Coverage is limited to air conditioning, heating, water heater, minor plumbing and electric. Home Warranty terms and conditions apply to items covered under Seller's Coverage. Seller's coverage is a 6 month period and is renewable up to two times upon review and approval from BFS. Seller's Coverage requires the purchase of a Home Warranty at closing. \$75 Deductible for all service calls under Seller's Coverage.

\*Certain items and events are not covered by this contract. Visit [www.bfshomewarranty.com/tc](http://www.bfshomewarranty.com/tc) for current terms and conditions.

## ADDITIONAL INFORMATION AND ADDENDUMS

### TEXAS

BFS Contract Division, Inc. – d/b/a BFS Home Warranty

Texas Licenses: TACL20853E, TACL33262E, TACL98475E, M-38591  
This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3049. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

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

### FLORIDA

**NOTICE TO FLORIDA CUSTOMERS: The rate charged for the service agreement is not subject to regulation by the office of Insurance Regulation. Herd Enterprises, Inc.**

d/b/a Broward Factory Service

BFS is Florida owned and operated. BFS is licensed and is regulated under the Office of Insurance Regulation. Florida Licenses: CF-C01430745, CA-C057400, ES-0000336, CA-C056778, EC13007734

### ARIZONA

**Arizona Residents Only – “We”, “Us”, “Our” means BFS of Arizona, Inc. d/b/a BFS Home Warranty, the obligor under this Service Contract, unless stated otherwise herein. “You”, “Your”, “Customer”, or “Contract Holder” means the individual who purchased this service contract.**

If this contract is cancelled by the contract holder, return of premium will be based upon one hundred percent (100%) of the unearned prorated purchase price paid less a \$45 administrative expense associated with the cancellation. No provision in this contract shall prevent the contract holder from submitting a complaint or question about this contract to the Arizona Department of Insurance. Arizona Licenses: 279402, 289307, 280095.

### NEVADA

Broward Factory Service, Inc. 3500 North 28th Terrace • Hollywood, FL 33020

Nevada Licenses: 0046467, 0040504, 0081113, 0081114

**NOTICE TO NEVADA CUSTOMERS - REVISIONS AS FOLLOWS FOR (h) (i). UNDER SPECIAL PROVISIONS.** (h) BFS will initiate service within 48 hours except in an emergency at which time service will commence within 24 hours. The term “emergency” is defined as a loss of plumbing service, substantial loss of electrical service, loss of heating or cooling service, or any other condition which renders a home uninhabitable. (i) This contract is non-cancelable by BFS (except for non-payment of fees) where the contract holder will be notified 15 days prior to the effective date of cancellation. If we cancel, you will receive a refund for the unexpired term of the contract and the contract holder will not be subject to a cancellation fee. You may cancel at any time. If you cancel within 20 days after the contract was mailed to you, or within 10 days after the contract was completed and given to you and you have not filed a claim, you will receive a full refund. If you have made a claim or cancel 20 days after the contract was mailed to you or 10 days after being given the copy of the contract, you will receive a refund of the unexpired term of the contract less \$50 cancellation fee. The provider will refund within 45 days or the provider will pay the holder a penalty of 10% of the purchase price for each 30 day period or portion thereof that the refund and any acquired penalties remaining unpaid.

This contract is backed by the full faith and credit of the provider in which complies with the applicable required reserves according to Nevada statutes, and therefore is not insured by a contractual liability insurance policy. It is the contract holder's duty to protect against damage to the goods covered by the service contract or to comply with any instructions included in the owner's manual for the goods. The holder is not eligible to receive consequential damages. If the emergency involving the goods covered in this contract renders a dwelling unfit for a person to live in because of defects that endanger the health and safety of the occupants, BFS will provide a status report to the holder no later than 3 calendar days after the report of claim, if BFS cannot complete the repair within 3 calendar days. If you are not satisfied with the way BFS handles your claim, you may contact our corporate office at 954-920-9774. If satisfaction of the claim is not provided, then you may contact the Nevada Division of Insurance at 1-888-872-3234.

Warranty Information: 1-800-237-9910 • [www.BFShomewarranty.com](http://www.BFShomewarranty.com)