



Member Service:
Please call 800.223.5317

For all other communication, write to:
UtilityShield
P. O. Box 9052
Dublin, OH 43017

PMA082019

APPLIANCE SERVICE AGREEMENT FOR RESIDENTAL CUSTOMERS

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This Agreement explains the rights and obligations between you and us under our Appliance Protection Plan. The words “we,” “us,” and “our” refer to The Manchester Group, LLC dba IGS Energy Home Services. The words “you” and “your” refer to the Protection Plan owner as stated on the Schedule Page. Capitalized terms are defined throughout this Agreement.

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Eligibility

To be eligible for protection, all of your Protected Items must be owned by you, located inside your home or attached garage, and must be in proper operating condition, with no defects or mechanical damage that is either known or that should have been known, at the time you request enrollment in Protection, and must remain in proper operating condition, with no defects or mechanical damage that is either known or that should have been known, through your Plan Effective Date (see the Plan details for what constitutes Protected Items and your Schedule Page for your Effective Date). Your home must be a single family home, an apartment, a condominium, or a single unit in a multiple unit dwelling. You must either own your home or be financially responsible for it. All utilities (for example, electric lines) to which your Protected Items are attached must be properly installed, must comply with applicable building codes, and must be in safe working condition. By purchasing the Plan, you are confirming that you meet all of these eligibility requirements. We reserve the right to confirm eligibility at any time, including while processing any service request.

What is covered?

The Appliance Protection Plan (the “Plan”) provides for the repair of your Protected Items due to a mechanical or electrical failure caused by defects in workmanship, or failure due to normal wear and tear and/or materials not covered by a warranty, up to the Limits of Protection as set forth on your Schedule Page, less the Service Fee required to be paid to the contractor at the time of service for each covered loss. This protection only covers failures that occur through normal use, and does not include failures caused by improper use or insurable event, including but not limited to electrical surges. This protection is subject to all of the terms, conditions, limitations, and exclusions set forth in the Plan. The Service Fee is payable only once per covered claim. The following apply to the Protected Items included on your Schedule Page.

Range/Oven/Cooktop. Included: All components, parts, and hardware, except: **Excluded:** meat probe assemblies, racks, lighting and handles, rotisserie’s, missing parts, exhaust systems, commercial units, and clocks (unless necessary for cooking operation to work).

Refrigerator. Included: All components, parts, and hardware, including icemaker, ice and water dispenser, and attached freezer unit, except: **Excluded:** water lines and valves that are located outside of the unit, shelves, racks, drawers, wine chillers, lighting, filters, handles, missing parts, freezers not built in or necessary for operation of refrigerator, commercial units, thermal shells or insulation located inside unit, and consequential food spoilage.

Dishwasher. Included: All components, parts, and hardware, except: **Excluded:** water lines and valves that are located outside of the unit, shelves, racks, drawers, handles, missing parts, commercial units, and consequential damage to dishes or silverware.

Clothes Dryer. Included: All components, parts, and hardware except: **Excluded:** hangers, rods, hooks, shelves, missing parts, commercial or coin operated units, racks, venting unit, cabinet liner, exhaust system, and consequential damage to clothing.

Clothes Washing Machine. Included: All components, parts, and hardware except: **Excluded:** drawers, missing parts, filter screens, plastic mini tubs, commercial or coin operated units, and consequential damage to clothing.

Are all protections available in all areas, and may all protections be purchased individually?

Not all protection plans are available in all areas. In addition, to be eligible for some protection plans, you may be required to purchase and maintain continuous enrollment in other protection plans provided by us. Some protection plans may not be combined with others.

What are the limits of protection?

We will only pay up to the limits set forth in your Plan's Limits of Protection, as set forth on your Schedule Page. Further, we will only pay for repairs that are performed in a manner that we, in our sole discretion, determine are reasonable and appropriate.

What if an appliance cannot be repaired?

If our contractor determines that repair is not possible due to a part being unavailable or obsolete, we will provide you with a credit equal to the average cost of such repair up to \$250, subject to all other terms and conditions of this agreement, including the Limits of Protection, to be applied toward replacement of your Protected Item, provided you replace your Protected Item at that time.

When does Protection begin?

If you enroll in and pay for your Plan directly through us, the Effective Date of protection will be 15 days after your enrollment is processed, provided you have paid for protection to begin. If you enroll in and pay for your Plan through your utility company, the Effective Date of protection will be 15 days after your enrollment is processed and we receive acceptance from your utility company of Plan charges being successfully included on your utility account (this is not available in all areas). Regardless of payment method, your protection will only continue so long as you remain current on your payments. If your Plan is cancelled at any time for non-payment, you may re-enroll, and you will obtain a new Effective Date.

Payment

In order to start and maintain protection, all charges for your Plan must be paid in full and on time according to your invoices. If you do not pay any amounts owed to us within 30 days of the date payment is due, this Plan will automatically cancel for non-payment, and your items will not be protected.

Free Look

You have a "Free Look" period of 30 days from the date of your enrollment to review this Plan without obligation. During the "Free Look" period you may cancel this Plan and receive a full refund of any payment we have received so long as you have not made a service request.

Cancellation

After your "Free Look" period, you may cancel this Plan by mailing a request for cancellation to IGS Energy Home Services, P.O. Box 9052, Dublin, Ohio 43017, and your cancellation will be effective at the end of the monthly period during which you cancelled (or in Illinois only, on the date we receive your cancellation). Also, we may cancel your Plan for any reason if we provide written notice to you at least 30 days before the cancellation becomes effective. We will refund any pre-paid protection that remains when your cancellation becomes effective, less the amount of any paid service requests.

Definitions

"Service Fee" means the fee you must pay the contractor at the time of a request for service. This fee is payable to the contractor even if your request for service is not covered by the Plan. The amount of the Service Fee is listed on your Schedule Page.

"Effective Date" means the date from which a Protected Item can fail and be eligible for Protection under this Agreement as defined in this Agreement including the Schedule Page.

"Limits of Protection" means the per item and per year protection limits set forth on your Schedule Page. The per year protection limits set forth on your Schedule Page are calculated on a rolling 12 month period.

"Protected Items" means the items included in your protection. The following items are eligible for protection in various combinations: your Refrigerator, Range/Wall Oven/Cooktop, Dishwasher, Clothes Dryer, and Clothes Washing Machine. Only the items listed on your Schedule Page are your Protected Items. Protected Items are only those items located in your dwelling at the time of failure. If you have more than one of the same item eligible for protection, such as more than one refrigerator, your Protected Item will be the item located in the main dwelling area typically designated for that item. For example, your refrigerator located in your kitchen will be protected, but your refrigerator in your garage would not. If you have more than one item eligible for protection located in the main dwelling area typically designated for that item, your Protected Item will be the first item for which you file a service request.

"Protection Plan(s)" or "Plan(s)" or "Agreement" means this service agreement and your Schedule Page. The service agreement includes all standard limitations and exclusions in addition to any specific limitations and exclusions within each protection.

"Schedule Page" means the letter you received with this Plan, which states your name, address, and the applicable Limits of Protection for each Protected Item you have enrolled.

What is not covered?

- Items not in proper operating condition, including those with known mechanical problems, and/or known defects, at the time you purchase your Plan, or prior to your Effective Date.
- Any costs or expenses not necessary to repair your Protected Item(s).
- Nonstandard parts and materials.
- Cosmetic damage.
- Additional costs of onsite service (such as travel charges or weekend appointment charges).
- Overtime and/or any repair charges related to expediting the repair.
- Losses caused by, or resulting from, accident, misuse, improper use, abuse, alteration, improper installation, faulty wiring, failure to follow manufacturer's instructions, depreciation, insects, vermin, corrosion or rust, physical environment, or war.
- Losses not reported within the specific reporting period as required by the service request procedure.
- Any loss not directly associated with the repair of a Protected Item covered by this Plan, including but not limited to, consequential damage and incidental damage.
- Connections including, but not limited to, leaking water or drain lines.
- Any loss caused by an insurable event, including but not limited to, power surges.
- Costs that are recovered or recoverable by you under a homeowner's or similar insurance policy, but only to the extent such recovery was not reduced by a deductible you were required to pay (for example, if you recover damages for a Protected Item from your homeowner's insurance, but you have to pay a \$500 deductible, the Plan will reimburse you for the \$500 deductible).
- Costs for repairs that are covered by a product warranty, or an extended product warranty. Should a Protected Item be covered by a warranty or an extended warranty, the Plan will supplement the warranty or extended warranty to reimburse you for unpaid repair costs up to the limits of the Plan (for example, if your warranty only provides coverage for parts, the Plan will pay for labor costs up to the limits of the Plan).
- Items not owned by you.
- Items not located inside your home or attached garage at the time the loss occurred.
- Non-standard, commercial, or custom made electronic equipment, appliances, or electronic devices.
- Electronic multimedia center/internet connection components.

Additional Exclusions

- Homes with an electrical service entrance rated 400 amps or above.
- Solar systems and components, and electronic or computerized system management controllers.

HOW DO YOU MAKE A SERVICE REQUEST?

You must follow the service request procedures listed below to receive any protection under this Plan:

Step One: If you have a failure of one of your Protected Items, you must notify us within 14 days of the failure. If the Protected Item poses a hazard to property or person, contact the appropriate entity to address the situation and alleviate the danger.

Step Two: You can call us at 800.223.5317 to request service. We will arrange to have an approved, independent contractor contact you as soon as possible. You must pay the contractor the \$50 Service Fee when the contractor arrives to respond to your service request. The Service Fee is due even if the contractor determines service is not covered by the Plan.

Step Three: If the cost of repair exceeds the Limit of Protection for your Protected Item, or if you request work that is not covered by this Agreement, the contractor will inform you of those charges before work is performed. You must arrange for your payment of the additional charges, in addition to the \$50 Service Fee to the contractor before any repair work begins.

NOTICE OF SERVICE FEES

If we deny service based on an initial assessment, you may still request that we dispatch a contractor to your home; if that contractor confirms that you do not have a failure covered under this Agreement, you will be responsible for the cost of the service call, as well as the cost of all repairs. **You will be billed directly by the contractor for the service call.**

If we deny service based on an initial assessment, you may contact your own contractor to perform the repair. If your contractor determines that you do have a failure that should be covered under this Agreement, **you must** call us immediately to resubmit the service request in order to receive any service under this Agreement. Unless you call us immediately and resubmit the service request, we will not be responsible for the cost of the service call or repair.

Miscellaneous legal Information

Term. The term of this Plan is the period of time for which you have purchased protection and is either an annual period of 365 days or a monthly period of 30 days. This Plan is a service contract and not an insurance policy.

Transferability. You may not assign or otherwise transfer this Plan to another party. We reserve the right to assign or otherwise transfer this Plan or our rights or obligations under this Plan to another party at our sole discretion.

Changes to this Agreement. We will provide you with written notice at least 30 days before we modify this Plan. If we change the fee for the Plan, such change will not take effect until the expiration of any periods for which you pre-paid.

No Waiver. If we choose not to enforce any provision of this Plan, that will not constitute a waiver of our rights in any future situation.

Right to Recover from Third Parties. If we pay you in response to a request for service, you must assign to us your right to recover that cost from third parties.

Concealment or Fraud. You understand and agree that if you; (1) make any false statement, (2) submit a fraudulent request for service, or (3) intentionally conceal or misrepresent a fact or circumstance, then you will waive your right to service (fraudulent and non-fraudulent) under this Plan.

Choice of Law. This Plan will be interpreted and construed under the laws of the State of Ohio.

Independent Terms and Conditions. If any part of this Plan is held invalid by a court, there will be no effect on any other parts, which will remain in full force and effect.

Entire Agreement. This Plan, together with your Schedule Page, is the entire agreement and understanding between you and us, and it supersedes all other written and oral agreements between you and us.

Provider Information

Obligations of the provider under this service contract are backed by the full faith and credit of the provider. The provider is The Manchester Group, LLC dba IGS Home Warranty, 6100 Emerald Parkway, Dublin, Ohio 43016.

For Indiana Customers

Obligations of the provider under this service contract are backed by the full faith and credit of the provider and by a surety bond. Obligations of the provider are not guaranteed under a service contract reimbursement insurance policy