



Making your home Green & Smart



EXTENDED SERVICE AGREEMENTS (ESAs) FOR LABOR COVERAGE

Administered by Trinity Warranty Solutions



Ecoer Inc Extended Service Agreement (ESA) Program

Ecoer Inc is pleased to offer complimentary 3-year labor coverage in addition to 10-year parts coverage on our ESI Condensing Units/IoT gateway/AHU Systems. A matchup of an Ecoer ESI condenser with IoT gateway and a 3rd party indoor unit can also have this first 3 years of labor coverage added to the included IoT monitoring for a fee.

This means when you perform repairs to this equipment, you will be reimbursed for the cost of labor under the terms and conditions of the Extended Service Agreement (ESA). We are partnering with Trinity Warranty to administer this labor coverage.

When you place an order for equipment, it will automatically include labor coverage for up to 3 years after the date of installation (Starting day 31). You may also purchase an additional 7 years of IoT monitoring that includes 7 years of labor coverage for a fee.

After you place your order with Ecoer, you will receive a Declarations Page and Terms & Conditions for the labor coverage from Trinity Warranty (see the end of this program guide for an example).

See Premier Comfort guidelines for complete eligibility requirements and pricing.

Dealer Enrollment Process

Now that you have labor coverage on Ecoer equipment you sell to your homeowners, you will need to enroll with Trinity Warranty, so you will be the “servicer of record” on the DEC page and be reimbursed for labor on repairs you perform on the equipment.

To enroll in the program, complete the Dealer Sign-Up Form provided in this program guide. You will also need to include the following documents:

- W-9 (please use a form that is 2017 or newer)
- Certificate of insurance (COI) and Workers’ Compensation
- COI must list Trinity Warranty as the certificate holder:

Trinity Warranty
PO Box 5640
Villa Park, IL 60181

Please email these documents to enroll@trinitywarranty.com. Upon receipt of your completed enrollment application and the required documents, we will email you a welcome letter with your customer number and program information.

Orders

Place your order as you normally would from Ecoer Inc. Once the order is processed, an ESA will be generated and sent to you listing you as the servicer of record. It will outline the equipment coverage and the start and end dates. You will be able to forward it to the equipment owner. Terms and Conditions may have slight variations by state.

A “Contractual Liability Policy” from a major A-Rated insurance company backs the ESA to ensure that the equipment owner will be covered throughout the terms of the agreement.

Covered/Not Covered

Our coverage is inclusive of the manufacturer’s warranty. All exclusions in the manufacturer’s warranty apply to the extended warranty. Coverage is limited to the equipment itself (no ductwork, field piping, etc.) and does not include nuisance calls or normal maintenance. The ESA does not provide coverage for maintenance items, wear and tear, adjustments/resets, etc. See the specifics concerning exclusions listed in the terms and conditions. Residential equipment is defined as single-family dwellings / condominiums / apartments, and equipment less than or equal to 5 tons.

1. Covered Repairs Include...

- Mechanical failures of covered equipment. We pay for service performed during normal business hours. We do not pay for overtime or holiday time.
- The dealer must guarantee labor for ninety (90) days on all repairs performed within the terms of the ESA.
- Parts are inclusive of the OEM Warranty. The parts process allowance is \$35.00 per part replaced for residential. A parts allowance is included on parts both in and out of OEM Warranty.
- With companion repairs, the parts process allowance only applies to the primary part.
- The refrigerant reimbursement is up to \$8.00 per pound for R-410A. Proof of costs may be required.

2. Exclusions include...

- Repairs resulting from installation error.
- Repairs resulting from a lack of proper maintenance.
- Predictive failures.
- Adjustments and resets to the equipment
- Acts of God (Earthquake, flood, lightning, hurricane, etc.), war and terrorism.

DEALER SIGN-UP FORM

PLEASE PRINT OR TYPE

Business Name:		Date:	
Address:			
City:	State:	Zip:	
Primary Contact:		Phone Number:	
Fax Number:	Cell Number:		
Email Address:	Website:		

The parties agree that upon execution of the Dealer Sign-Up Form ("Dealer Agreement") by Trinity Warranty ("Trinity"), Dealer shall be authorized to offer the Trinity Extended Service Agreement ("ESA") for sale to its customers subject to the following conditions:

- When the ESA has been processed and is sent to the Dealer, it is the responsibility of the Dealer to verify the accuracy of the information on the ESA. If there is a discrepancy, the Dealer is to notify Trinity immediately. Failure to notify Trinity may negate coverage in the future.
- Dealer agrees to verify coverage (including but not limited to coverage dates and covered equipment) on the ESA prior to initiating any repairs.
- Claims submitted to Trinity by the Dealer shall represent services actually performed by the Dealer on the equipment listed on the Trinity ESA.
- Dealer shall have the right to refuse any service calls.
- There is no overtime or holiday rate. There is only one (1) person per job allowed.
- Dealer shall guarantee labor for 90 days on all repairs performed within the terms of the ESA.
- Any ESA in which you are listed as Servicer of Record remains your customer to service as long as the Dealer remains in business or in the event that Trinity discovers fraud or misrepresentation on the part of the Dealer.
- In the event that Trinity discovers fraud or misrepresentation on the part of the Dealer, Trinity shall promptly notify the Dealer of its evidence and findings. Upon notice, Trinity may take such actions as reasonable and necessary including, but not limited to, requiring the dealer to immediately terminate offering the Trinity Warranty, conduct an accounting review of the Dealer's records, or terminate this Dealer Agreement.

Any written modification to the information listed above shall not be effective or accepted without prior written consent of Trinity Warranty.

To complete your enrollment, please include the following with your completed information:

- ☐ W-9 Form
- ☐ Certificate of Insurance showing General Liability (state minimum is required) and Workers' Compensation
- ☐ Trinity Warranty must be listed as a certificate holder.

Your completed form may be submitted via email to enroll@trinitywarranty.com or fax to 312-445-8726.

I have read the above conditions that apply to this form.

WARECODEF0420

Signature	Date
Printed Name	Title



TRINITY WARRANTY • PO Box 5640, Villa Park, IL 60181
[T] 877-302-5072 • [F] 312-445-8726 [E] enroll@trinitywarranty.com

Dealer Reimbursement Rate

You will be reimbursed at \$90/hour for the repairs you perform on the equipment, according to the reimbursement guidelines found in this program guide. In addition, you will receive \$75 for diagnosis/travel to the job site. Each ESA includes a \$35 Parts Process Allowance (PA) for parts in or out of warranty, providing you additional funds for obtaining the part.

\$90 Labor Reimbursement

\$75 trip/diagnostic allowance

\$35 Parts Process Allowance (PA)

Claim Procedure

To file a claim, please fill out the enclosed Claim Form and submit it to Trinity Warranty via email, fax or mail for reimbursement.

Please include the following paperwork:

- Claim Form - Please have the ESA number and model and serial number of the failed equipment.
- Original Service Ticket with Customer Signature
- When Trinity Warranty is covering parts, include invoice for parts over \$75.

Please submit claims to Trinity Warranty via email, fax or mail:

- Email: Claims@trinitywarranty.com
- Fax: 312.445.8726
- Mail to: Trinity Warranty, PO Box 5640, Villa Park, IL 60181

We pay a flat rate for diagnosis and travel time to the jobsite. We pay for one technician only (listed rates have been adjusted to account for two technicians where applicable). Additionally, we use the schedule on the next page as a guide for our labor payout.

Please Note:

Invoices will be required to validate the cost of parts. We will reimburse out of warranty parts at your cost plus a process allowance. In warranty parts only receive a process allowance. Once you submit your correctly completed claim, we will process a check for you within 30 days.

See the specifics concerning exclusions listed in the terms and conditions of the ESA.

Trinity Warranty Reimbursement Guidelines

Hourly Repairs

System Type / Repair Condenser / Heat Pump / Package Unit	Hours Residential
Accumulator / Receiver	2.5
Capacitor – run / start / split (start assist)	1.0
Condenser Coil	4.0
Contactors	1.0
Crank Case Heater	1.0
Defrost Board / Control / Timer	1.5
Defrost Relay	1.0
Defrost Sensor / Ambient Sensor	1.0
Compressor & Drier 1 – 5 ton	4.0
Fan Blade	1.0
Leak / Restriction	2.0
Schrader core	1.0
Leak in Coil	2.5
Low or Hi Pressure Switch	2.0
Motor & Capacitor	1.5
Overload – external of compressor	1.0
Recovery Time (Only if Repair requires opening the Sealed System)	1.0
Reversing Valve	2.0
Reversing Valve Coil	1.0
Service Valve – Replacement	2.0
Time Delay Relay (when part of the original equipment)	1.0
high voltage wire repair (low voltage not covered)	1.0
Leak in Factory piping, Joints or Valves (1 leak per term of the agreement)	2.0

Trinity Warranty Reimbursement Guidelines

Hourly Repairs

System Type / Repair Indoor Coil	Hours Residential
Drain Pan	2.5
Expansion Valve	2.5
Leak in Coil	2.5
Leak in Factory piping, Joints or Valves (1 leak per term of the agreement)	2.0
Liquid Line Solenoid Valve	2.0
Metering Device / Check Valve	2.0
Replace Complete Coil	4.0

System Type / Repair Air Handler	Hours Residential
Bearing Assembly (1 set) or shaft	1.5
Blower Motor / Inducer Motor and/or wheel	1.5
Blower Motor bracket / mount	1.5
Couplers	1.5
Fan & Limit Control – 4 or more wires	1.5
Fan Center (complete)	1.5
Heating Element Assembly	1.3
Misc. Internal Wiring	1.0
Pressure Switch	1.0
Selector Switch	1.5
Thermostat (if installed at time of System Installation)	1.0
Transformer	1.0

Residential Parts Process Allowance:

\$35.00

****Invoice or proof of cost is required for parts over \$75****

*****Pictures are required for leak and wire repairs*****

We will pay for the cost of refrigerant up to \$8.00 per pound only for leaks and burnouts (markup or PA does not apply). You must submit an invoice for refrigerant with the claim.

Multiple and Companion Repairs

Multiple Repairs

When you have multiple repair codes, the highest cost repair is applied first at 100%, then the second repair is at 75%, and any additional repairs on the same ticket are 50% of the applicable repair code.

Companion Repairs

Companion repairs are claims that are submitted as multiple repairs when they should be considered one (1) repair. We refer to these as companion repairs, as they are in fact part of the same failure. The examples below are considered for claim purposes to be one (1) repair.

Primary	Companion Repair	
Compressor	Capacitor	Contactor
	Drier	King or Service Valves
	Reversing Valve	Hard Start Kit
Motor Replacement	Capacitor	Fan Blade
	Blower Wheel	Contactor
	Relay	Bracket
Evaporator Coil	TXV	Drier
	Drain Pan	
Condenser Coil	Drier	

Please note:

Companion Repairs will pay 1 Labor charge and 1 part allowance but they will still pay for multiple parts on residential and commercial equipment.

Example: A condenser fan motor and a capacitor = 1 labor charge, 1 parts allowance and 2 parts charges for the motor and capacitor.

DEALER CLAIM FORM

Please complete and submit this form, along with the company repair work order/invoice with customer signature and receipts for parts to Trinity Warranty via fax, e-mail or mail. All claims and invoices must be submitted within **60** days of the failure date to be considered for payment. **We will pay for the cost of refrigerant up to \$8.00 per pound only for leaks and burnouts (markup or PA does not apply). An invoice for refrigerant must be submitted with the claim.**

Customer Name		Submission Date		
Address				
City	State	Zip Code		
Phone	Agreement No.			
Contractor/Dealer Name				
Address				
City	State	Zip Code		
Phone	Fax.			
Dealer No.	Email Address			
Complaint				
Equipment Model No.		Equipment Serial No.		
Service Date		Install Date		
REPAIR / LABOR DESCRIPTION	HOURLY RATE	NUMBER OF HOURS	LABOR TOTAL	
PARTS DESCRIPTION	QUANTITY	COST	PROCESS ALLOWANCE	PARTS TOTAL
<p>Parts are inclusive of OEM Warranty with a process allowance - \$35 for residential and tiered for commercial. With companion repairs, the primary repair is reimbursed at 100%, the secondary at 75%, and any additional repairs at 50%. <i>Email Completed Claim to:</i> claims@trinitywarranty.com <i>Fax Completed Claim to:</i> 312-445-8726</p> <p>Trinity Warranty Solutions, PO Box 5640, Villa Park, IL 60181 877-302-5072 www.trinitywarranty.com</p> <p>WAREC0DLCF0420</p>			Labor Total	
			Process Allowance	
			Parts Total	
			Tax _____ % (if applicable)	
			Total	

REQUEST FOR TRANSFER FORM

Your Trinity Extended Service Agreement may be transferred to a new owner for a fee of \$30. Please complete this form and submit it with your payment to Trinity Warranty within ninety (90) days of ownership change. Checks should be made payable to Trinity Warranty. You will receive a transfer acknowledgement within thirty (30) days of your request. For questions, contact our Customer Service Department at 877-302-5072.

I hereby request Trinity Extended Service Agreement Number _____ be transferred to:

Name _____

Address _____

City _____ State _____ Zip _____

Requested By _____

Date _____

Dealer Name _____

Dealer Number _____

TRINITY OFFICE USE ONLY

Authorized By _____

Effective Date of Plan _____

Effective Date of Transfer _____

Date Received Transfer Fee _____



PO Box 5640
Villa Park, IL 60181
Tel 877-302-5072
Fax 312-445-8726

Transfer of Agreement

The agreement is transferable for only \$30.00. The new equipment owner can simply fill out the enclosed form with a check and submit it to Trinity Warranty. Service calls are not covered unless the transfer paperwork has been initiated and processed within 90 days of the actual transfer.

ESA Changes

If you need to correct information on an ESA, such as name or address misspellings, or if there is an equipment change-out, please complete the enclosed ESA Updates / Cancellation Form, and submit the form to updates@trinitywarranty.com. If equipment is replaced, we require a service ticket or work order signed by the customer.

Important Trinity Warranty Numbers & Emails

Following are important phone numbers and emails.

Customer Service for enrollments, claims, general questions and information:	877-302-5072
Fax:	312-445-8726
Enrollments Email:	enroll@trinitywarranty.com
Claims Email:	claims@trinitywarranty.com
ESA Changes Email:	updates@trinitywarranty.com



TRINITY WARRANTY ESA UPDATES / CANCELLATION FORM

FOR UPDATES:

Please provide the ESA number, the name of the homeowner/equipment owner, the reason for the change, and the incorrect/correct information. You only need to complete the fields that need to be corrected.

For all equipment changeouts, please include the service ticket or work order documenting the changeout. Updates will not be made without the proper paperwork.

SEND THIS FORM AND OTHER DOCUMENTATION TO updates@trinitywarranty.com FOR PROCESSING. PLEASE ALLOW 4 WEEKS TO RECEIVE UPDATED PAPERWORK.

**This form cannot be used for any change to an order code or coverage. For all order code or coverage changes, see the process below. You will need to cancel the ESA and place a new order for equipment coverage.*

FOR CANCELLATIONS:

You may cancel this Agreement at any time. If this Agreement is canceled before the 31st day after the purchase date:

You will be refunded the full purchase price of the Agreement, decreased by the amount of any claims paid under the Agreement, and no cancellation fee will be imposed.

If this Agreement is canceled on or after the 31st day of the purchase date:

You will be refunded the prorated purchase price of the Agreement based on the time remaining (calculated in months) less a decrease by the amount of any services or claims that have been provided or paid under the Agreement. A cancellation fee will be imposed in the amount of \$50.

Please complete this form electronically and email it to updates@trinitywarranty.com.

*****ESA UPDATES*****

ESA Number:		Homeowner/Equipment Owner Name:					
Reason for Change (Required): (entry error, equipment changeout, etc.)							
Consumer Details:		Incorrect Information	Correct Information	Consumer Details:		Incorrect Information	Correct Information
Name:				Phone Number:			
Address:				Installation Date:			
Equipment Type 1: (furnace, AHU, etc.)	Equipment Info:	Incorrect Information	Correct Information	Equipment Type 2: (furnace, AHU, etc.)	Equipment Info:	Incorrect Information	Correct Information
	Model Number:				Model Number:		
	Serial Number:				Serial Number:		
	Manufacturer/Brand:				Manufacturer/Brand:		
Equipment Type 3: (furnace, AHU, etc.)	Equipment Info:	Incorrect Information	Correct Information	Equipment Type 4: (furnace, AHU, etc.)	Equipment Info:	Incorrect Information	Correct Information
	Model Number:				Model Number:		
	Serial Number:				Serial Number:		
	Manufacturer/Brand:				Manufacturer/Brand:		

*****ESA CANCELLATIONS*****

ESA Number(s):		Homeowner/Equipment Owner Name:	
Reason for Change: (customer didn't want, accidentally ordered, etc.)			
Dealer Name:			

**Service Contract Provider:**

Trinity Warranty Corp.
PO Box 5640
Villa Park, IL 60181-5640
p 877-302-5072 f 312-445-8726
www.trinitywarranty.com

Extended Service Agreement Declarations Section

Agreement Details

392922	UXKXXX	9/10/2019	10/11/2019	8/30/2022	
Agreement Number	SKU	Purchase Date	Coverage Start Date	Coverage End Date	Agreement Charge*
					*Seller to provide payment terms to purchaser

Homeowner / Property Details (Service Contract Holder)

HART	CINDY	(480) 555-1212
Last Name	First Name	Phone
394 HARCHEY DR.	PHOENIX	AZ 85005
Equipment Address	City	State/Province Postal Code

Mechanical Contractor / Installer / Seller Details

ABC HEATING & COOLING LLC	15625	(480) 555-5555
Company Name	Contractor ID	Phone
27115 BRANDIFF RD	PHOENIX	AZ 85001
Address	City	State/Province Postal Code

Customer Copy

Equipment Type and Description of Coverage

US RESIDENTIAL MINI-SPLIT 31ST DAY - 3RD YEAR LABOR AND PA @\$90/HR, \$75 TRIP

Agreement Coverage Description	No Deductible applies to this Extended Service Agreement
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Equipment Details / Merchandise Details

Equipment Type	Serial Number	Model Number	Brand	Unit Size	Installation Date	Purchase Price
AIR HANDLER	W291845255	RHMV6024MEACJA	ECOER	5	8/22/2018	
HP CONDENSER	W011801048	UA2060AJVCB	ECOER	5	8/22/2018	
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TRINITY WARRANTY CORP. IS THE PROGRAM MANAGER

ADDITIONAL STATEMENTS, EXCLUSIONS, AND COVERAGES MAY APPLY AND ARE LOCATED ON THE REVERSE SIDE OF THIS POLICY.

LL-TW-ILFL-DP

Terms & Conditions

This Extended Service Agreement, hereinafter referred to as "Extended Service Plan", is inclusive of the manufacturer's limited warranty and is only for the equipment and coverage's listed/described herein. This Plan does not replace the manufacturer's warranty, but provides additional benefits during the term of the manufacturer's warranty. Losses covered by the manufacturer during the manufacturer's warranty period are not covered under this Plan.

In this Extended Service Plan the terms "we", "us", "our", and "Obligor" individually and collectively refer to: Argonaut Insurance Company in states or jurisdictions where it is Obligor. The "Program Manager" is Trinity Warranty. The terms "you", "your", "contract holder", "owner", and "End User" refer to the purchaser of this Extended Service Plan.

Plan Effective Date – Coverage Start Date

This Plan is effective as of 12:01 a.m. following the date of purchase, provided that Program Manager receives the application within 15 days of the purchase date. If Program Manager is not in receipt of the application/order within this time, then the Plan effective date is the day Program Manager receives the application/order in-house. Payment in full must be received from the selling entity within 30 days from the purchase date. A delay in payment of this Plan may negate coverage. This Plan is not renewable.

Coverage begins and ends as stated in the Description section on the Declaration Page of this Plan. Coverage dates vary and you should read the dates carefully to be certain the Plan coverage dates are accurate for the type of coverage you purchased.

WHAT IS COVERED UNDER THIS EXTENDED SERVICE PLAN (refer to coverage specified/purchased in the declarations section of this Plan):

Labor Only (as specified on the Declaration Section of this Plan): Pays labor only for one (1) mechanic to repair or replace the covered part which fails due to a mechanical or electrical breakdown. A labor mark-up allowance is included only if purchased and so specified in Equipment Type & Description Section of the Declarations Section of this Plan.

Parts Only (as specified on the Declaration Section of this Plan): Pays for the part only which fails due to a mechanical or electrical breakdown at service provider's cost. A parts mark-up allowance is included only if purchased and so specified in Equipment Type & Description Section of the Declarations Section of this Plan.

Parts and Labor (as specified on the Declaration Section of this Plan): Pays labor for one (1) mechanic and parts which fail due to a mechanical or electrical breakdown at service provider's cost. A parts and labor mark-up allowance is included only if purchased and so specified in Equipment Type & Description Section of the Declarations Section of this Plan.

All internal functioning parts supplied with the original equipment by the manufacturer.

During the term of this Plan we, at our sole discretion, will arrange through an authorized service facility to either repair, replace or reimburse you for the cost of labor and/or authorized repair or replacement of the internal components of the covered piece of equipment listed if required due to mechanical or electrical breakdown, subject to the description of coverage specified in this Plan and its terms and conditions. Parts can be replaced with those of like kind and quality and may be new, non-original manufacturer parts.

A mechanical or electrical breakdown is defined as the inability of a covered part to perform a routine function when properly cleaned and serviced, NOT including a reduction in operating efficiency.

Equipment Condition:

All covered equipment must have been inspected and be in good working order on date of installation. We do not guarantee that the material or workmanship supplied by the manufacturer is free of defect or will satisfy specific requirements for a specific-period of time. Coverage includes equipment (installed and used in accordance with the manufacturer's specifications) as supplied by the manufacturer, which fails through normal operation during the term of this Plan. Pre-existing conditions will not be covered by this Plan. Pre-existing conditions are any known failures or design/performance issues of the equipment to be covered under this Plan. It is the responsibility of the equipment owner to have all repairs made and paid for prior to this agreement taking effect.

Limit of Liability:

The limit of liability for any claim under this Extended Service Plan is the cost to repair or replace your covered equipment, component or part in accordance with the terms and conditions of this Extended Service Plan. Total liability will be limited to the replacement cost of like and kind equipment, component or part during the term of this Plan. If the cost of repairs made to the equipment, component or part total the replacement cost of the equipment, component or part, we are not responsible for further repairs or coverage and this Plan is then terminated and we have no further liability. Contract holder is directed to the Declaration Section of this Plan as to the exact equipment, component(s) or part(s) covered by this plan.

Conditions and Limitations:

1. The Obligor reserves the right to select the servicer to perform any repairs called for under this Extended Service Plan. Any repairs performed on equipment by a servicer that has not been authorized by Program Manager will be declined.
2. Any material and/or work beyond that covered by the terms of this Extended Service Plan will be furnished at End User expense.
3. At the discretion of the Program Manager, new non-original manufactured parts can be used to perform repairs to equipment.
4. Parts and labor will be authorized only for one (1) servicer to repair or replace the covered part(s) which fail.
5. In lieu of mileage and/or trip charges, diagnostic charges will be paid at the industry's usual and customary rate up to a maximum of one (1) hour. Travel time and time required to obtain parts and supplies are excluded.
6. Obligor shall not be liable for any incidental or consequential damages including damage caused by frozen or broken piping in the event of equipment failure, or extra utility expenses.
7. Obligor and/or Program Manager, at its sole discretion, reserves the right to exclude certain makes, models and types of equipment within sixty (60) days from receipt of this Plan. If such exclusion is exercised, you will receive a full refund of the purchase price of your plan less the value of any services or claims that have been provided or paid.

What is Excluded under this Extended Service Plan:

1. Defects in material and/or faulty workmanship as supplied by the manufacturer or manufacturer recalls and/or labor repair allowance will not be covered by "Us" under this Extended Service Plan.

2. Routine maintenance, including but not limited to "topping off" an air conditioner, replacing oil or gas nozzles, or any repairs which are made necessary because routine maintenance was not performed by Equipment Owner.
3. Features, aesthetics, paint, cabinet parts, knobs and buttons.
4. Parts costs exceeding any published rate for a covered part.
5. Labor charges or "over-time" charges charged by servicer for repairs done outside of normal hours; "Weekends" and/or "Holidays."
6. Fees or charges for: truck, shipping, freight, taxes, to obtain replacement parts and/or supplies at supply house, site clean up and debris removal and/or refuse container charges, equipment rental or usage fees; i.e. refrigerant reclamation, leak detectors, temporary services, refrigerant recovery and/or replacement, disposal of contaminated refrigerants and/or oils and related materials, and environmental fees.
7. Field installed components (unless part of the original unit as provided by the manufacturer and/or otherwise stated on Declarations Section of the Plan), air filters, drain lines, condensate pumps, refrigerant lines, ductwork, welding, fuses and breakers, and other controls mounted external of the unit. Electrical wiring external of the equipment or unit.
8. Consumable products, including, but not limited to, nitrogen, torch, solder, carbon dioxide, process fluids, lubricants, glycol, additives, filters, media filters, humidifier filters (evaporator pad) and batteries.
9. Registers, grills, key valves, duct work, plumbing, venting, belts, dampers or nuisance calls such as resetting breakers, low or dead thermostat batteries and adjustments made to programming.
10. Hard start capacitors, motor controllers, isolation relays, time delays, zone valves (unless otherwise noted on front under "Equipment Type and Description of Coverage").
11. Leaks on unit(s); i.e. condenser/heat pump, evaporator coil and/or refrigeration unit at the evaporator, schrader cores, condenser and/or metering device as a result of loose valves and/or loose valve caps, interconnecting fittings and/or field piping (line sets/tubing), gas or fuel lines. Changeover of chlorofluorocarbons (CFC) to non-CFC refrigerants due to governmental regulation.

Only one (1) leak repair is covered for the term of the Plan up to the initial internal charge of the unit. In the event a second leak is determined at a different location in the system, it will be considered eligible for coverage under the same terms as the first leak. During the term of this Plan, Program Manager at its sole discretion shall determine if coverage applies.

12. Repairs to correct failures or malfunctions that are not manufacturing defects such as rust, brownouts, environmental conditions outside of manufacturer's specifications, oxidation, corrosion, water, freezing, fire or other natural acts.
13. Failures to equipment or compressors due to: use of incorrect fuel mixtures, incorrect refrigerants used outside of manufacturer's recommendations, improperly matched condensing unit and evaporator coil per the manufacturer's specifications or the Air Conditioning, Heating and Refrigeration Institute (ARI) ratings and/or improper use of metering devices; i.e. thermal expansion valve.

14. Failure and replacement caused by contamination of the sealed system such as Green Slime, Dirty Sock Syndrome, gumming and/or sludging of fuel lines, etc.
15. Loss of performance due to: normal wear and tear, repairs to alter the equipment and/or modifications to original system, overrated capacities, insufficient water or poor water conditions.
16. Improper installation, abuse, modification, negligence or misuse of equipment or unit will render this Plan null and void.
17. Freight charges to obtain or ship parts, crane services, special tooling or inflated pricing, equipment rental or usage fees.
18. Any work performed by any servicer not approved by Program Manager will be declined for payment (also refer to *Conditions and Limitations Section* of this Plan).
19. Coverage does not extend to damages for personal injury, property damage, pecuniary loss, consequential or incidental damages resulting from acts of god or any action of the manufacturer, the service facility or us.

Owner's Responsibilities:

This is not a maintenance contract and does not cover the cost of routine/seasonal maintenance. Owner's responsibilities include providing normal care and maintenance including but not limited to, cleaning evaporator or condensing coils, drains, burners or heat exchangers; lubrication; adjustments; normal filter maintenance; and accessibility for service. All maintenance must be performed in accordance with manufacturer specifications and by a servicer approved by Program Manager. This Extended Service Plan does not include a deductible amount for the service of the unit covered in the Plan. If additional work is required by the servicer on the service of a unit not covered (excluded) in this Extended Service Plan, additional costs must be agreed upon by the end user and servicer.

To Obtain Service

When repairs are required, homeowner is required to call the mechanical contractor on face side of this Extended Service Plan. The contractor will repair your equipment and will be paid by the Program Manager for services covered under this Extended Service Plan, in accordance with the Terms and Conditions of this Plan. If the contractor called is unable to perform the service on the equipment, or if emergency repairs are necessary, call the Program Manager, Trinity Warranty, at (877) 302-5072 and a service/repair facility will be located for you. If unable to speak with a representative, consult with us at www.trinitywarranty.com.

Emergency repairs are those which involve the loss of heating or cooling, or loss of power due to standby emergency generator failure, and that renders the dwelling uninhabitable. If unable to contact installer or Program Manager prior to any required emergency repairs, it is the responsibility of the owner to notify Program Manager within 48 hours of emergency service that emergency repairs were performed and to submit a claim in accordance with the Claim Submission procedures in these terms and conditions. All claims for emergency services will be considered and paid in the same manner as non-emergency services.

Repair Guarantee Period:

Standard Guarantee: Servicing contractor agrees to provide labor guarantee for ninety (90) days from date of repair along with any and all parts warranty coverage as provided by the part manufacturer.

Honors Club Guarantee: Servicing contractor agrees to provide labor guarantee for one (1) year from date of repair along with any and all parts warranty coverage as provided by the part manufacturer.

Claim Submission

Upon inspection and diagnosis, if it is determined that the failure is covered by this Plan, you or the service facility must submit an invoice and/or work order for any replacement parts for which charges are being made. The invoice must show model and serial number(s) of the equipment, the Plan Number (located at the front top right hand side of this contract) and the service provider's cost and/or charges. The work order/invoice must be submitted to the Program Manager within sixty (60) days of the date of failure at **Trinity Warranty Corp, P.O. Box 5640, Villa Park, Illinois 60181-5640** for processing and payment. Program Manager may be contacted for any questions at **877-302-5072** (a toll-free telephone number). Detailed repair documentation and parts invoices must be made available to the Program Manager upon request no more than sixty (60) days from date the claim was received in the Program Manager's office or when an on site inspection was made.

Transfer of Extended Service Plan

The remaining duration of this Extended Service Plan can be transferred within 90 days in cases of change of ownership. If not transferred within 90 days of transfer of ownership "We" hold the right to void this contract. To transfer your Extended Service Plan, mail a written request with proof of purchase of the successor owner, and original Extended Service Plan document and a \$30.00 transfer fee (payable by check or money order) to:

**Trinity Warranty
P.O. Box 5640
Villa Park, IL 60181-5640**

Cancellation:

You may cancel this Plan for any reason during the first thirty (30) days after it is issued and obtain a full refund of the purchase price if no claims have been paid under this Extended Service Plan. After the first thirty (30) days, you may cancel this Plan and receive a refund equal to 100% of unearned premium calculated on a pro rata basis based on the time remaining (calculated in months) on your Plan, less a deduction for any services or claims that have been provided or paid under this Extended Service Plan.

This Extended Service Plan is automatically cancelled if the equipment is removed or relocated from the address identified on the face of this document.

We may cancel this Extended Service Plan during the first sixty (60) days of the initial annual term by mailing to you a notice of cancellation at least thirty (30) days prior to the effective date of cancellation except that we can also cancel this Plan during such time period for non-payment of scheduled premium when due by mailing to you a notice of cancellation at least ten (10) days prior to the effective date of cancellation. After sixty (60) days of the initial annual term has elapsed, we may cancel this Plan by mailing a cancellation notice to you at least ten (10) days prior to the cancellation date for non-payment of scheduled premium when due and thirty (30) days prior to the cancellation date for the following reasons:

1. Any material misrepresentations; 2. Substantial breaches of contractual duties, conditions or warranties; 3. Substantial change in the risk assumed; specifically, improper installation and/or modification, abuse, negligence, misuse of equipment or unit, or if equipment listed is not used for its sole purpose, or if you fail to maintain the equipment as required in "Owner's Responsibilities."

The notice of cancellation will be in writing to you at your last known address and contain all of the following; (a) the Plan number; (b) the date of notice; (c) the effective date of the cancellation; and, (d) a detailed explanation of the reasons for cancellation.

If we cancel this Plan after the first thirty (30) days, you will receive a pro rata refund of the original purchase price of this Plan based on the time remaining less a deduction for any services or claims that have been provided or paid under this extended service Plan.

Disclosures

THIS PLAN IS NOT AN INSURANCE CONTRACT.

Obligations of the Program Manager under this Extended Service Plan are guaranteed under a service contract reimbursement insurance policy. Should the Program Manager fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company. Claims can be submitted to **Argonaut Insurance Company, PO Box 469010, San Antonio, TX, 78246. Their toll free claims service telephone number is 877-302-5072.**