

TERMS & CONDITIONS Rev 11/1/23 Effective 01/02/24

- 1. Pride AC & Appliance, Inc.** – Hereinafter referred to as **Pride**, will repair covered equipment specified on the face of this policy to working order during, Monday – Saturday 8:30AM-5:30PM for the Warranty Holder, hereinafter referred to as the customer. Emergency service for Sundays/Holidays will be provided within 24 hours. Emergency service is defined as uncontrolled water leak(s). Service will be provided based on level of priority. Non-Emergency services requested outside of normal hours will be subject to a charge. Coverage is limited to the areas inside the residence.
- 2. Copay policies:** \$40.00 Copay per equipment scheduled for service, waived if same problem within 30 days of initial visit. Refusal to pay may suspend service.
- 3. Extended coverage:** Extended coverage is only available for covered repairs and must be listed on the front of the policy.
- 4. A/C:** Repairs covered up to **\$200** per repair or up to **\$600** when A/C Extended coverage is purchased. Covered repairs: Heating, cooling, standard thermostat, humidistat, fan motor, blades, fuses, blower assemblies, starting/running capacitors, pressure switches, contactors, transformers, relays, circuit board, single speed compressors, copper coils only, variable speed motors/inverter/compressors and electronic motors. R410A Freon up to \$35.00/lb. **REPAIR EXCLUSIONS:** R-22, meeting state & federal energy laws and mismatched or non-ARI rated equipment. Should Pride condemn an air handler/condenser the customer will be required to purchase the compatible equipment from Pride. Refusal to pay for compatible equipment will void Pride's responsibility to repair/replace the condemned equipment. Window units, mini splits, through the wall condensers, package/water source units, heat pumps, unless stated on the front of policy. Water cooled condenser coils, noises, odors, electrical disconnects, filters, inefficiency, main drain line blockages, duct work, grills, dampers, insulation, R-22 gas or substitute gasses, A/C water valves, condensate pumps, Wi-Fi/communicating thermostats, aluminum coils, sweating air handlers. Refrigerant line sizing, pipes not accessible (ceilings/walls), or deteriorating arma-flex. This policy does not cover maintenance or cleaning of equipment.
A/C Replacement: There is up to **\$1000** allowance towards replacement of a covered coil/compressor/air handler/condenser that is condemned, purchased, and installed by Pride.
- 5. Appliance:** Repairs covered up to **\$250** per repair or up to **\$500** when Extended coverage is purchased. Covered repairs: Variable speed motors/inverter/compressors and electronic motors. **Refrigerator:** Compressor, touch panel, circuit boards, gaskets, defrost heaters, evaporator/condenser fan motors, blades, defrost timers, switches, R134A Freon. **Oven range:** Burners, touch panel, circuit boards, bake/broil elements, gaskets, burner blocks, switches. **Range hoods:** Covered for labor only. **Dishwasher:** Motor assembly, touch panel, circuit boards, pump/heater assembly, gaskets, timer control switches. **Washer/Dryer:** Motors pumps, heater assembly, touch panel, circuit boards, belts, thermostat, transmission, switches. **Microwave:** (Built-In Only); Magnetron tube, motor, relays, transformer, rectifier, diode, stirrer, capacitors, touch panel, circuit boards, switches. **REPAIR EXCLUSIONS:** Wi-Fi/smart enabled or Portable appliances, appliances without model/serial number data plate. TV/monitor or built in appliances, manufacturer's modification, and replacement modification, induction oven/range, and all wave-touch appliances, or upgrade equipment such as, but not limited to, (Asko, Bosch, DCS, Fisher/Paykel, Gaggenau, Liebherr, Miele, Viking, Sub-Zero, Thermador, Wolf, etc.). Non-accessible repairs such as burned or broken wiring or leaking Freon lines located inside cabinet walls. Any nonfunctional or cosmetic parts Baskets, clocks, dampers, doors, divider blocks, drums, electronic motors, filters, glass, glass embedded electronics, grills, handles, heat exchangers, ice buckets, insulation, knobs, pans, plastic, porcelain, lids, light bulbs, liners, racks, rubber, tubs, shelves, shelf supports, trim, water filters, steam, connections, housing bladder, and plastic water lines. (Food spoilage determined to be PRIDE's neglect is limited to \$100). Sealed system problems or modifications are not covered for Freon 12. Built in and refrigerator is 28 cu. Ft or larger. Recalls or manufacturer's modification such as repair kits, firmware updates, accessories. Any repairs that required rebuilding due to part unavailability.
- 6. Plumbing:** Repairs covered up to **\$100** per repair or up to **\$300** when Extended coverage is purchased. Covered repairs: Standard 2 pc. Toilets, 1-piece toilets labor only. Wax gaskets, standard stems/cartridges/aerators. Toilet stoppages up to 2 feet from the toilet drain, stoppages from the fixture to the nearest vertical drain. Repair/replacement of valves within the residence. Main valve covered only if exposed and accessible. Repairs of minor leaks inside walls (drywall only) on copper water supply lines up to 1". Exposed fixture traps. **REPAIR EXCLUSIONS:** Removal/replacement/installation of plumbing fixtures, toilets, sinks, faucets, toilet flanges, A/C water valves, faucet/tub spouts, tub drain waste and overflow, turbo flush toilets, dual flush toilets, skirted toilets, basket strainers, kitchen sink sprayers. Bathtubs shower pans, connections to the shower pan. Slab leaks, main line stoppages, outside plumbing/building piping. Roman/whirlpool tubs, deck/wall mounted faucets. Upgraded designer fixtures, faucets, and finishes, handheld showers, shower towers, vessel sinks/faucets, pedestal sinks, hose valves in recessed washing machine boxes/dual valves, insta-hot systems, water filters & RO systems. PRIDE will not shut down building water lines for service repairs/replacement of equipment. **Garbage disposals:** Covered up to ½ HP, all repairs covered. **EXCLUSIONS:** batch feed, stainless steel disposals, foreign objects, abuse. **WATER HEATER REPLACEMENT ALLOWANCE:** Provides up to \$700 on a covered water heater, when condemned, purchased, and installed by PRIDE. There is a maximum reimbursement limit of \$275 if a customer refuses to have Pride install the water heater. **REPAIR EXCLUSIONS** Customer is responsible for any plumbing/electrical upgrades. Tank less water heaters, drain valves, time clocks, heat recovery systems, hybrid heaters, recirculation pumps/piping. Solar water heaters, thermal expansion tanks, dip tubes, anode rods. Hard wiring, rewiring of the water heater (thermostats/elements). Heaters that do not fit in the same location due to size, heaters on a suspended shelf or attic installations. Any alterations are the responsibility of the owner.
- 7. Garage Plumbing & Outdoor Hose Bibbs (Optional):** Covered outdoor hose bibbs repair & replacement up to \$150.00.
- 8. Electrical covered:** dimmer switches, GFI Outlets/breakers, standard circuit breakers (up to 60 AMP), wall switches/outlets, ballasts for 4', 6', 8' fluorescent light fixtures located in ceilings of bathrooms and kitchens only. **REPAIR EXCLUSION:** Bath exhaust fans, buss bars, replacement of ceiling fans and multi speed controls, circuit panels, disconnect boxes, fixtures, quad breakers, LED lighting, light bulbs, under counter lights, main circuit breakers, timers, wall wiring, Wi-Fi/smart energy or computerized management devices or systems. Electrical system diagnosis or troubleshooting electrical wiring.
- 9. Garage Door Opener:** Covers door opener/motor assembly up to \$350.00 if non-repairable and includes installation up to a combined limit of \$750.00. **REPAIR EXCLUSIONS:** Garage door, garage door track assemblies, exterior keypads, hinges, remote transmitter, sensors, springs.
- 10. Pool Pumps:** Covered repairs, motor, and pump assembly up to \$300.00 max. **REPAIR EXCLUSIONS:** Time clock pressure switch, and electrical up to and including exterior disconnect box, control panels, electronic control, remote systems, filters, water control devices, above or underground piping, PVC piping.
- 11. Multiple product coverage:** Similar equipment must have identical coverage and be listed on the face of the policy; otherwise, coverage will be voided for equipment type.
- 12. General Repair & Replacement Clauses:** Pride will not be responsible for the following services unless authorized and paid by the customer. There is a 30-day wait for replacement of parts and a 90 day wait for replacement of equipment to go into effect from initial date of coverage. Replacement (R.) of covered equipment must be listed on face of policy. Pride has the exclusive right to determine if/and when equipment is condemned which may include repair cost exceeding value of equipment. Pride is not responsible if equipment/part color is unavailable. Equipment will not be repaired/replaced and Pride will not be responsible for damages arising from failure of apparatus due to inefficiency, rust/corrosion, obsolescence (Obsolete parts defined as parts no longer manufactured or available for purchase from Pride's usual suppliers), parts availability, fire, misuse, neglect, abuse, electrical surges, lightning, water /oil contamination, pest damage, flooding, water damage, air quality, acts of nature, pre-existing conditions or repairs or remediation for existing or future mold/fungus. No repair of equipment under manufacturer's warranty or if manufacturer fails to honor warranty and the customer shall be responsible for all related costs. Pride does not cover gas equipment or drain pans. Moving/relocating covered equipment/service lines. Foreign made products, store brand products not available through normal Pride vendors. Customer must provide clear access to all covered equipment. Cleaning of equipment or coils. Electrical, refrigerant, and plumbing lines beyond the equipment or lines not accessible in ceilings, walls, floors, cabinets, and cabinet parts. Pride will not be responsible for work done by others. Pride will not be responsible for damage to floors, floor tiles, cabinets, counter tops, etc. which may occur due to the moving of equipment to make any necessary repairs or for water damage due to cleaning/repair of lines, drains, etc. No work in progress shall be rendered on expired policies.
- 13. Customer is responsible for the following fees:** All two-man jobs shall be billed as extras and paid for by the customer. Customer shall provide parking for Pride's vehicles and all fees to be paid up front. Building shut down, code upgrades, delivery, permits, mechanical upgrades, modifications, inspection (if applicable), processing, handling, disposal or crane, any special order and/or non policy covered repairs required by Pride must be paid prior to ordering. Work, repairs, surcharges, or replacements required by the enforcement of existing or future codes, regulations ordinances, federal, state, county, or city laws beyond the scope of this policy. Pride will only conduct repairs under non-hazardous conditions. Policy holder grants consent for pictures when required by Pride to document the needs and assessment of required repair(s).
- 14.** Customer is advised to review terms and disclaimers within this policy and is free to consult an attorney at the customer's expense. Parties agree to be bound by all terms of this policy. **Policy Dispute/Claims Resolution:** Any disputes or claims regarding this policy shall be settled by arbitration in compliance with the American Arbitration Association (AAA). The prevailing party may be entitled to collect cost/attorneys' fees.
- 15. Renewal:** If you select the monthly payment option and we elect to renew your service contract, we will notify you of the applicable rate and terms of renewal during the tenth month of your contract. You will automatically be renewed for a monthly coverage period unless you notify us in writing 30 days prior to the expiration of the contract. Your first payment for the next contract term will be construed as authorization for month-to-month charges.
- 16. Cancellation Policy:** Payment of policy and/or request for service constitutes acceptance of terms and conditions. If this policy is cancelled by either party within 10 (ten) days, the customer will be entitled to 100% of the gross premium paid less any claims/cost of repairs made and less an administrative fee not to exceed 5% of the gross premium. If this policy is cancelled after 10 (ten) days by the customer, the customer will be entitled to a (90%) refund on the unearned portion less any claims/cost of repairs made. If this policy is cancelled after 10 (ten) days by Pride, the customer will be entitled to a (100%) refund on the unearned portion less any claims/cost of repairs made. Policies must be cancelled in writing. Prices for policies/agreements are not subject to regulation by the Florida Office of Insurance. This policy may be assigned to the new owner if written notice is provided. A policy will be cancelled if not paid by the due date. Additional coverage only available upon renewal of policy. Refusal to pay COD charges for out of policy work will result in an immediate suspension of policy service. All returned checks are subject to a service fee of \$35.00 or 5% of the value of the check, whichever is greater. Reimbursement requests must be in writing and include a detailed invoice including a breakdown of repairs.
- 17. Cancellation of monthly payment policies:** If you elected the monthly payment option and the amount of service, repairs and replacement costs incurred by Pride are greater than the monthly or quarterly fees paid, the customer shall pay Pride the amount by which the service costs incurred exceed the contract fees paid or the customer shall pay Pride the total annual contract premium listed, whichever is less by payment of this agreement you hereby agree to an annual contract and do hereby authorize Pride to charge your credit card for any expenses incurred that are greater than the fees you have paid through the date of the cancellation.