

# Declaration Of Coverage

Following are the details for the plan you purchased from Armadillo.

Plan Holder:	Sample Homeowner	Covered Location:	3 Main St, Los Angeles, CA 90210
Plan Effective Date:	4/1/2023	Plan Expiration Date:	3/31/2024
Plan Term:	12 Months	Plan Level:	Premium
Plan Fee:	\$117.00 / Monthly premium	Plan Fee due date:	4/1/2023
Plan Fee Payment term:	Monthly	Transferable:	No
Service Fee:	\$200.00	<b>WAIT PERIOD:</b>	30 Days
Plan Number:	3000274		
Total Plan Limit of Liability		\$25,000.00	

**Plan Seller:**

Armadillo Home Solutions  
1400 Main Street, Unit 164  
Clarksville, IN 47129

**Plan Obligor/Provider\*:**

AMT Home Protection Company  
800 Superior Avenue  
Cleveland, OH 44114

**Plan Administrator:**

Armadillo Home Solutions  
1400 Main Street, Unit 164  
Clarksville, IN 47129

**Plan Insurer:**

Wesco Insurance Company  
59 Maiden Lane, 43rd Floor  
New York, NY 10038  
888-327-5818

\*The Obligor of this Plan is listed above unless otherwise specified in a State Variation Amendment, if applicable to Your jurisdiction.

Appliances – \$7500 per item below	Systems – \$7500 per item below
Built-In Microwave 1 Unit	Air Conditioning System 1 Unit
Dishwasher 1 Unit	Electrical System 1 Unit
Dryer 1 Unit	Home Heating System 1 Unit
Food Spoilage [up to \$250 per covered refrigerator loss]	Plumbing System 1 Unit
Garbage Disposal 1 Unit	
Kitchen Exhaust Fan/Hood 1 Unit	<b>Optional Items – We pay up to the listed amount</b>
Range/Oven/Cooktop 1 Unit	Swimming Pool & Spa \$7500 1 Unit
Refrigerator 1 Unit	
Trash Compactor 1 Unit	
Washer 1 Unit	
Water Heater 1 Unit	
<b>Products – \$7500 per item below</b>	
Ceiling Fans 1 Unit	
Garage Door Opener 1 Unit	
Humidifier 1 Unit	

For Service go to [www.armadillo.one](http://www.armadillo.one) (844) 471-1800

## PLAN TERMS AND CONDITIONS

This Plan together with the Declaration of Coverage, sales invoice and/or receipt, State Variation Amendment, and any Optional Coverage Amendments you purchased which are referenced on the Declaration of Coverage and attached hereto, sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.

"We", "Us" and "Our" shall mean the Plan Obligor/Provider listed on your Declaration of Coverage. "You" shall mean the Plan Holder listed on your Declaration of Coverage. For service or claim questions, please go to [www.armadillo.one](http://www.armadillo.one) or at (844) 471-1800.

### What Your Plan Covers

We cover parts and labor costs to repair or replace the selected appliances, products, systems and optional items at your Covered Location, detailed on the item table on your Declaration of Coverage, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your appliances, products and systems is the result of normal, ordinary use, following the guidelines of the manufacturer.

Appliances, products, systems and optional items covered by your Plan are listed on your Declaration of Coverage, along with the maximum limit we will pay for all claims on an individual item in any 12 month period from the Plan Effective Date. The Total Plan Limit listed on the Declaration of Coverage is the most we will pay for any combination of losses to covered items in any 12 month period from the Plan Effective Date. This Plan only covers items manufactured and marketed for residential use and we only cover Covered Locations that are residential properties including single family homes, townhomes, condominiums, multi-family properties (duplex, triplex, etc.), or mobile homes attached to a permanent foundation. Properties listed on a historical register, and any property used in whole or in part for business purposes such as, but not limited to, day care, group home, rest home, church, school or sorority/fraternity are not eligible as Covered Locations. Common areas or items shared by non-purchasers of this Plan will not be covered. Coverage is for occupied residences only. Shared systems and appliances are not covered.

### Coverage Period

Your Plan coverage begins on the Plan Effective Date which is listed on your Declaration of Coverage. Your Plan expires at the end of the Plan Term unless Your Plan is cancelled as provided below in the Cancellation section. If our obligations under the Plan become fulfilled in their entirety based on the Total Plan Limit being reached, Your coverage will resume after each 12 month period from the Plan Effective Date when the Total Plan Limit resets. Otherwise, Your Plan will be automatically renewed for the chosen Plan Term as provided below in the Renewal section.

### Requesting and Receiving Service

We will work with you to schedule a mutually convenient time for a qualified repair technician (the "Authorized Repair Technician") to come to Your home to repair your product. To obtain service go to [www.armadillo.one](http://www.armadillo.one) or call at (844) 471-1800. Your Plan must be active, and all payments must be made in order to receive service. Non-original manufacturer's parts may be used for repair of the product if the manufacturer's parts are unavailable or more costly. We reserve the right to obtain a second opinion of a diagnosis from another qualified service provider at our expense.

### What if We determine that your item cannot be repaired?

If We determine that your product is not repairable, We, at our sole discretion, will either: (1) provide a new, rebuilt, or refurbished product of similar features and functionality, or (2) issue a payment equal to a comparable replacement unit. Neither the replacement, nor the payment shall exceed the maximum limit listed in the item table on your Declaration of Coverage, nor the original purchase price of the product, as determined by a receipt or our records. If You purchased the optional brand for brand coverage, we will attempt to replace Your item with the same brand up to the combined limit of liability for the item and the optional brand for brand coverage as listed in the item table your Declaration of Coverage. If We are unable to replace the item within that total limit of liability, We will issue a payment equal to the total combined amount.

### What is a Service Fee?

For every claim you submit, you will pay the Service Fee listed on Your Declaration of Coverage for an Authorized Repair Technician to come to your home to diagnose, repair or replace your covered item. This is a non-refundable fee, unless you cancel your service request at least 24 hours prior to your scheduled appointment time. This fee ensures that we can offer you and others comprehensive yet affordable coverage. You will not pay an additional service fee if a subsequent repair is needed within 30 days for the same product and same issue.

### What is a Wait Period?

Before you can file a claim, there is a period of time you are required to wait, called the Wait Period. The Wait Period is listed on your Declaration of Coverage. Your plan becomes effective after the Wait Period is over, beginning on the Plan Effective date which is shown on your Declarations of Coverage.

### What's Not Covered

This Plan provides coverage only for those items specifically listed as being covered on the Declaration of Coverage and excludes all other items. We do not cover repairs or replacements of any item that is covered by the manufacturer, another warranty product or by your homeowners or any other insurance policies. We do not cover intentional damage by you, nor losses that could have been foreseen or prevented by you through reasonable steps. If damage like this has happened before, it is your responsibility to have it fixed. If you already knew about a pre-existing condition, or should have reasonably known about it, it is not covered. This Plan does not cover any material, parts or labor required as a result of: vandalism, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, and flooding; any cosmetic only defects that do not affect or impede the functionality of the product; consumable items, such as filters; accessories such as knobs, buttons, handles, shelves, drawers, racks, inner door liners, etc. nor maintenance items; diagnosis, repair, removal or remediation of mold, mildew, bio-organic growth, rot or fungus, or any damages resulting from or related to mold, mildew rot or fungus, even if caused by or related to the malfunction, repair or replacement of a covered item; consequential damage to non-covered products; restoration; or damage or failure caused by animals or insects, including infestation and human or animal bodily fluids; or cost of construction, modifications, or carpentry work made necessary to install replacement

After the Authorized Repair Technician's diagnosis, if it is determined that coverage under this Plan does not apply, or no breakdown is discovered, you are responsible for making a payment to the Authorized Repair Technician directly for all charges incurred, including access and diagnosis. You may then choose to have any necessary repair completed at your expense.

We are not responsible for secondary, consequential, or incidental damages resulting from the malfunction of any covered item.

### **What Are Your Obligations**

Buy the correct Plan for your needs. Retain and provide us with model and serial number information, and if requested other documentation such as proof of purchase or maintenance. Properly maintain, inspect, store, care for, including cleaning, use appliances, products and systems according to the manufacturer instructions, and if anything becomes damaged, you must take the necessary steps to protect it against any further damage. If we determine that any loss or damage has occurred as a direct result of not performing any of the foregoing, your service request will be denied. You will need to make the product reasonably accessible to the Authorized Repair Technician at the time of repair.

### **Fees and Charges**

If we do not receive your payment for this Plan as scheduled (i.e. every 30 or 365 days), service under this Plan may be denied until payment is received. Plans delinquent more than ten (10) days may be cancelled as provided in the Cancellation section below.

The price of this Plan and any included limits, fees or charges may be adjusted from time to time. Notice of any price adjustment or any other change to the terms and conditions will be given to You in writing at least thirty (30) days prior to Plan renewal. You may terminate the Plan giving written notice prior to the effective date of increase.

### **Cancellations and Refunds**

You may cancel this Plan for any reason at any time by calling, emailing or writing Us. If You cancel this Plan within the first thirty (30) days after purchase of this Plan You will receive a 100% refund of the Plan Fee, less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. If You cancel after the first thirty (30) days from purchase of this Plan, You will receive a pro rata refund of the Plan Fee less the actual cost of any service, labor, payments, reimbursements, replacements, parts, coverages and/or benefits received. We reserve the right to cancel this Plan at any time and without prior written notice in the event of non-payment, material misrepresentation by You, or a substantial breach of duties by you. If We cancel this Plan for any other reason, a written notice which includes the effective date of cancellation and reason for cancellation will be mailed to You at least thirty (30) days prior to termination.

### **Renewal**

All Plans automatically renew unless cancelled by You or non-renewed by Us. We will notify You of the applicable fees and terms and conditions at least 45 days prior to the expiration of this Plan. You can contact Us by phone or email if You do not want to renew the Plan.

### **Transfer of Ownership**

If You'd like to transfer ownership of Your Plan, please contact Us and We will facilitate to ensure no lapse in service.

### **Is My Plan Insurance?**

This Plan is not a contract of insurance, but it is secured by an insurance policy provided by the Plan Insurer listed on Your Declaration of Coverage. If, within 60 days, We have not paid a claim, provided You with a refund, or if You are otherwise dissatisfied, or We are no longer a going concern, You may make a claim directly to the Plan Insurer by contacting them at the address or phone number listed on the Declaration of Coverage. Please enclose a copy of Your Plan when sending correspondence.

## Pool and Spa Amendment

**What Your Plan Covers** is amended to include the following:

We cover parts and labor costs to repair or replace up to one (1) Pool and one (1) Spa at your Covered Location, should they experience breakdown from mechanical failure due to defects in material or workmanship, normal wear and tear or rust, corrosion and sediment. Mechanical failure means that the breakdown of your Pool and Spa is the result of normal, ordinary use, following the guidelines of the manufacturer.

### **What's Covered/Not Covered**

Pool/Spa Coverage includes all Above Ground, Accessible, Working Components and Parts of the Heating and Pumping Systems; Gaskets; Primary Circulator Pump; Motor; Relays and Impellers; Back Flush Valves; and Check Valves. **NOT COVERED: Seals and hoses, automatic feeders and chemicals, lights, liners, structural defects, solar equipment, jets, ornamental fountains, waterfalls and their pumping systems, pool cover and related equipment, filter elements or media, remote control systems, refrigerant reclamation, built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators and ionizers, fuel storage tanks, disposable filtration mediums.**

This coverage will run concurrently with the term of your Plan.

All other terms and conditions of the Plan remain unchanged.

**RESIDENTIAL SERVICE PLAN STATE VARIATION AMENDMENT  
CALIFORNIA RESIDENTS ONLY**

The Plan to which this Amendment is attached includes the following:

The Service Warranty Association is AMT Home Protection Company, 800 Superior Avenue, Cleveland, OH 44114 (California Company ID No. 5875-0).

Cancellations and Refunds Section, is amended with the following: We may only cancel for: (a) non-payment by You; or (b) Your: (i) fraud: or (ii) misrepresentation of facts that are material to this Plan or benefits provided under it.

The following statements have been added:

We will initiate service within 48 hours of a request for services by You.

You are not required to complete and submit a form in order to make request service.

All other terms and conditions of the Plan remain unchanged.