



ASSURANT
Solutions

Dear _____ :
(Homeowner Name)

Congratulations on the purchase of your new home!
Your builder has purchased a service contract on your GE Appliance(s).

YOU MUST ACTIVATE THE SERVICE CONTRACT

Please call 1-800-428-2088

or visit:

www.assurantbuildercontracts.com

Please provide your appliance model and serial numbers for activation.
(The customer service representative can help you find the location of the model and serial numbers on your appliances, or follow the instruction on the website.)

Ask your builder which appliances are covered and list them here for easy reference:

Upon completion of activation, you will receive your service contract in the mail.

When you need service on any covered product after expiration of the GE manufacturer's warranty period: Call 1-888-842-2641 (you must first activate your service contract per the instructions above)

Again, congratulations on your new home!

The obligor varies by state and includes the following Assurant member companies:
Federal Warranty Service Corporation in all states except Florida and Oklahoma
American Bankers Insurance Company of Florida in Florida and
Assurant Service Protection, Inc. in Oklahoma

Service Contract Terms and Conditions

This Contract is not an insurance contract.

1. What is Covered

The obligor ("Obligor") of this service contract ("Contract") is Federal Warranty Service Corporation, P.O. Box 105689, Atlanta, GA 30348-5689, phone 770-763-1000. The administrator ("Administrator") of this Contract is Federal Warranty Service Corporation, PO Box 100, Rapid City, SD 57709, phone 800-626-2224. The service performed under this Contract is provided through the Administrator or a servicer approved by the Administrator. This Contract is insured by American Bankers Insurance Company of Florida 11222 Quail Roost Drive, Miami, FL 33157 ("Insurer"). "We", "Us", and "Our" means the company obligated under your Contract. "You" and "Your" mean the owner of the covered product. A covered product will be restored to normal operating condition after it has failed during normal single-family household use, excluding failures due to power surges. The plan covers:

Labor and Parts – All labor and parts costs necessary to repair Your covered product for problems due to functional part failures such as motors, timers, switches, valves, bearings, electrical wiring, compressors, sealed systems, freon, safety switches, thermostats, clocks, elements, tuners, transistors, capacitors, resistors, IC chips, circuit boards, controls, coils, chokes, processors, transformers.

The following coverage applies if listed on the Schedule Page of this Contract.

Major Appliances: Such as Washer, Dryer, Refrigerator, Dishwasher, Compactor, Oven, Range. Food Spoilage – You will be reimbursed for food losses resulting from the covered failure of Your refrigerator or freezer up to \$100 per appliance over the life of this Contract; proof of loss will be required.

Other Appliances: Such as Water Softener, Undercounter Water Filter, Reverse Osmosis Water Systems.

Major Component – GE and Hotpoint Major Appliances Only: Such as Sealed System, Transmission, Magnetron, Ribbon Elements, Glass Surface. If Your component coverage listed on Your Schedule Page is for a product other than a refrigerator sealed system, only the specified component is covered and labor costs for the repair, replacement, and installation of that component are not covered. If Your component coverage is for a refrigerator sealed system, both parts and labor costs are covered by this Contract.

Note – These terms and conditions, including the provisions, limitations, definitions and exclusions, and the Schedule Page, constitute the entire Contract.

Subrogation – In the event Administrator repairs or replaces a covered product due to any defect for which the manufacturer ("MFR") or parts suppliers may be legally responsible, You agree to assign to Administrator Your rights of recovery to Administrator. You will be reimbursed for any out-of-pocket costs and expenses You may incur in connection with the subrogation and assignment of Your rights.

2. Coverage Period

Your coverage begins and ends on the dates identified on the Schedule Page of this Contract.

3. Location of Service

In-home Service – If "in-home" (on-site) service is specified, service will be provided at the address identified on the Schedule Page of this Contract. Periodically, Your product may need to be removed and repaired elsewhere but if required, pick-up and return expenses will be covered by this Contract.

4. If You Need Service

Call the telephone number displayed on the Schedule Page of this Contract to schedule service. Service will be available during regular working hours.

5. Moving Your Covered Product to a New Location in the USA

With the exception of coverage on Your GE Water Softener, GE Undercounter Water Filter and GE Reverse Osmosis Water Systems, You can change Your service address at any time by notifying Administrator in writing at the address on the Schedule Page. This Contract is void if You move any of the products listed above to a new location.

6. If the Owner of the Covered Product Changes

You can assign the product coverage to another person by notifying Administrator in writing at the address on the Schedule Page and enclosing a check for \$10.00 to cover processing and administration costs. The coverage will become effective when Administrator receives Your written notice and check.

7. Contract Cancellation

You may cancel Your Contract at any time for any reason, however, this Contract is non-refundable. Your Contract will not be canceled by Administrator except for fraud or misrepresentation or as otherwise permitted under this Contract or under applicable state law.

8. Service Contract Limitations

a. Indirect Damages – IN NO EVENT WILL ADMINISTRATOR, OBLIGOR OR INSURER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS CONTRACT.

b. Renewals – Administrator is not obligated to renew Your Contract.

c. Non-Repairable Products – If Administrator, in its sole discretion, determines that a covered product is not repairable, Administrator will, at its option, either replace the product with a product of like kind, quality and functionality or provide You with an amount equal to the depreciated value of the product at the time Administrator determines the product to be non-repairable. In either event, Administrator shall be excused from further performance of this Contract as to the affected product. The affected product will become the property of Administrator, should Administrator unilaterally elect to exercise its rights to the property.

d. Non-Original Manufacturer and Re-Manufactured Parts – Genuine factory parts will be used whenever possible; however the use of non-original manufacturer and re-manufactured parts is allowed under this Contract.

e. Lemon Policy – Administrator will replace a covered product or part should the same major failure occur to the product or part and require a service call on 3 separate occasions within a 12-month period after the Contract effective date.

f. Limitation of Liability – To the extent permitted by applicable law, the liability of Administrator, the Obligor or the Insurer, if any, for any allegedly defective covered product or part shall be limited to repair or replacement of the product or part at Administrator's option, and the liability of Administrator, Obligor or the

Insurer, if any, for damages relating to any defective covered product or part shall not exceed Your purchase price for the product or part in question. THIS CONTRACT IS YOUR SOLE EXPRESS WARRANTY WITH RESPECT TO THE COVERED PRODUCT(S). ALL IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCT(S) INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED.

9. Consumer's Promises and Assurances

In order to keep this Contract in force during its term, You promise and assure:

(1) full cooperation with Administrator, technicians and authorized servicers during diagnosis and repair of the covered product; (2) accessibility of the covered product; (3) a non-threatening and safe environment for in-home service; (4) the presence of an adult at the time of scheduled service; (5) that the covered product is not used for business or commercial purposes; and (6) that You will provide written notice of any defect or deficiency in service within 90 days of discovery by You.

10. What is Not Covered

Your Contract does not cover:

a. repair of product(s) upon noncompliance of any part of Section 9 by You.

b. coverage, components, products or items not specifically listed herein.

c. consumer replaceable items such as batteries, tapes, ribbons, bulbs, hoses, filters, fuses, belts, knobs.

d. costs associated with MFR's recommended normal maintenance.

e. unauthorized repairs performed by third parties, inaccessible products, theft.

f. failures of components such as outlets, frames, masks, finish defects, glass.

g. damage or failures caused by conditions beyond Administrator's control such as inadequate plumbing, wiring, power supply, power surge, rust, corrosion, pest infestation, negligence, misuse, acts of God, failure to follow the manufacturer's recommended maintenance, improper installation, leaking water pipes.

h. prior or subsequent causes by defects that existed prior to the issuance of this contract.

i. states outside of the continental United States, Alaska, and Hawaii.

j. water filtration systems where water is microbiologically unsafe or of unknown quality when there has not been adequate disinfection before or after the system, such as single-user wells, or other non-public water systems not regulated by federal or state health and safety requirements.

k. products used for commercial purposes.

11. Arbitration

Read The Following Arbitration Provision ("Provision") Carefully. It Limits Certain Of Your Rights, Including Your Right To Obtain Relief or damages Through Court Action.

As used in this Provision, "You" and "Your" mean the person or persons named in this Contract, and all of his/her heirs, survivors, assigns and representatives. "We" and "Us" shall mean the [Obligor] identified above and shall be deemed to include all of its agents.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this Contract or any prior Contract, and the purchase thereof; and (2) the validity, scope, interpretation, or enforceability of this Provision or of the entire Contract ("Claim"), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the Claim is filed. The terms of this Provision shall control any inconsistency between the AAA's Rules and this Provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request We will advance to You either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether You or We will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. The arbitration shall be held at a location selected by Us within the state in which this Contract was purchased. This Provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq. If any portion of this Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Provision, except that in no event shall this Provision be amended or construed to permit arbitration on behalf of a group or class. This Provision shall inure to the benefit of and be binding on You and Us and its Provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this Contract.

You agree that any arbitration proceeding will only consider Your Claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering Your Claims.

You and We Understand and agree that because of this PROVISION neither You nor Us will have the right to go to court except as provided above or to have a jury trial or to participate as any member of a class of claimants pertaining to any claim.

To review the General Privacy Policy of Federal Warranty Service Corporation, an Assurant Solutions company, please visit <http://www.assurantsolutions.com/privPolGeneral.html>.