

Presenting your
Home Systems Protection Plan



Thank you for choosing our Home Systems Protection Plan by **TrustedPlace™** — a home protection contract designed to protect your home equipment. We are committed to providing you with outstanding customer service and a hassle-free claims experience. If a covered event occurs, our customer support center is ready to help you.

Features of this Home Systems Protection Plan include¹:

- Covers the cost to repair or replace Covered Home Equipment from covered events.
- Also covers: spoilage, expediting expenses, ordinance or law, and temporary living expenses.
- Simple claim filing process – online, by telephone or mail.
- You are not required to call us in advance of a repair or replacement.

The attached Summary of Benefits and Home Systems Protection Plan Agreement provide all the details you need to know about your Home Systems Protection Plan. Don't hesitate to call us if you have any questions.

We hope that you will stay with us for many years to come.

Sincerely,

Your TrustedPlace Team

Customer Service and Support is available at:

Telephone: **866-237-3287**

On-line: **www.TrustedPlace.com**

To report a new claim:
Claims@TrustedPlace.com

All other:
CustomerSolutions@TrustedPlace.com

¹ Limitations and exclusions apply. Please read your complete Home Systems Protection Plan Agreement. Certain items and events are not covered by this Home Systems Protection Plan Agreement. Refer to the exclusions listed on pages 7 through 10 of this Home Systems Protection Plan Agreement. All coverages may not be available in all states.



Summary of Benefits

Your Details

Customer

Plan Contract Number

Residence Premises

Mailing Address

(If different from Residence Premises)

Issue Date

Contract Period

Company The Hartford Steam Boiler Inspection and Insurance Company

Your Covered Home Equipment

Dwelling Equipment

[Included or Not Included]

Includes Electrical; Heating, Ventilating and Air Conditioning, Water Heating and Pumping and other equipment permanently installed in your home.

Contents Equipment

[Included or Not Included]

Includes Appliances (e.g., Kitchen and Laundry); Computing (e.g., Connected Home Devices and Home Automation); and Entertainment (e.g., Audio, Video and Gaming) and other equipment not permanently installed in your home.

Your Coverage

Home Systems Protection Plan Limits

Covered Home Equipment < 15 years old \$25,000

Covered Home Equipment of all other ages \$1,500

Dwelling Equipment Deductible \$500

Contents Equipment Deductible \$125

Annual Plan Fee



HOME SYSTEMS PROTECTION PLAN AGREEMENT

Terms of Coverage

In this Home Systems Protection Plan Agreement, hereinafter referred to as the “Agreement”, “you” or “your” refer to the Customer shown in the Summary of Benefits and the spouse of the Customer if a resident of the same household. “We”, “us” and “our” refer to the Company providing this home protection contract as shown in the Summary of Benefits.

This Agreement covers you for the costs to repair or replace **Covered Home Equipment** from certain types of operational failures, including mechanical and electrical failures defined below, as a result of normal wear and tear or defects in materials or workmanship, during the Contract Period.

Upon expiration of the Contract Period, we may elect to renew your contract in accordance with the Renewal provision provided in this Agreement.

This Agreement excludes consequential damages, pre-existing conditions, and events covered under the original manufacturer’s warranty except as otherwise specified below. Please read the Exclusions and Conditions sections of this Agreement carefully.

This Agreement has provisions for the use of final and binding arbitration to resolve disputes and otherwise limits the remedies available to you. Please see **Condition 4., Dispute Resolution**, for more information about arbitration.

Home Systems Protection Plan Coverages

If during the Contract Period your **Covered Home Equipment** suffers a **Home System Breakdown** requiring repair or replacement, the following coverages apply. For each coverage, we will pay only for that portion of the loss, damage or expense that is solely attributable to the **Home System Breakdown**. Limits indicated for coverages apply unless a different limit is indicated in the Summary of Benefits. Limits indicated for coverages are part of, and not in addition to, the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

1. Property Damage

We will pay to repair or replace **Covered Home Equipment** damaged by a **Home System Breakdown**. Any replacement will be of a like, kind and quality with comparable features and functionality to the damaged **Covered Home Equipment**.



Our payment for this coverage shall not exceed the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

2. Access to Damaged Covered Home Equipment

We will pay additional costs you incur to tear out and replace part of your dwelling or other structure on your **Residence Premises**, but only when necessary to repair or replace **Covered Home Equipment** damaged by a **Home System Breakdown**.

Our payment for this coverage shall not exceed \$1,000.

3. Expediting Expenses

With respect to your damaged **Covered Home Equipment** damaged by a **Home System Breakdown** we will pay the reasonable extra cost incurred to:

- a. Make temporary repairs; and
- b. Expedite permanent repairs or permanent replacement.

Our payment for this coverage shall not exceed 10% of the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

4. Damage During the Course of Installation or Repair

We will pay additional costs you incur during the course of repair or replacement of **Covered Home Equipment** as a result of a **Home System Breakdown** when such repair or replacement results in damage to your property. We shall not be responsible for any secondary, incidental, and/or consequential damage resulting from a contractor or vendor's neglect or delay in providing, or failure to provide, repair or replacement of such **Covered Home Equipment**.

Our payment for this coverage shall not exceed \$1,000.

5. Ordinance or Law

We will pay additional costs you incur due to the enforcement of any ordinance or law in connection with repairs or replacement necessary as a result of a **Home System Breakdown**.

Our payment for this coverage shall not exceed 10% of the Home Systems Protection Plan Limit indicated in the Summary of Benefits.

6. Resultant Loss from Cyber Event

Coverage under this Home Systems Protection Plan is extended to a **Home System Breakdown** caused by or resulting from a **Cyber Event**.

7. Spoilage

With respect to your refrigerated property at the **Residence Premises**, we will pay:

- a. To replace such property if it is damaged due to spoilage that is the result of a **Home System Breakdown**;
- b. Any necessary expenses you incur to reduce the amount of loss under this coverage benefit to the extent that they do not exceed the amount of loss that otherwise would have been payable under this coverage benefit.

Our payment for this coverage shall not exceed the lesser of \$500 or the replacement value of the **Covered Home Equipment**.

8. Temporary Living Expenses

We will pay your **Temporary Living Expenses** incurred as a result of a covered **Home System Breakdown**.

Our payment for this coverage shall not exceed \$250 per day and \$2,000 for any **One Home System Breakdown**.

Definitions

When used throughout the Agreement, the defined words will be in **bold type**.

1. **Contents Equipment** means mechanical, electrical, electronic or pressurized equipment that is owned or used by you, or members of your family who reside with you. Such equipment must be primarily used at, but not **Permanently Installed** in, your **Residence Premises**. **Contents Equipment** includes but is not limited to the following home systems: Appliances (e.g., Kitchen and Laundry); Computing (e.g., Connected Home Devices and Home Automation); and Entertainment (e.g., Audio, Video and Gaming).
2. **Covered Home Equipment**
 - a. **Covered Home Equipment** means:
 - (1) **Contents Equipment** if indicated as Included in the Summary of Benefits.
 - (2) **Dwelling Equipment** if indicated as Included in the Summary of Benefits; and
 - b. None of the following is **Covered Home Equipment**:
 - (1) Supporting structure, cabinet or compartment.
 - (2) Insulating material associated with **Covered Home Equipment**.
 - (3) Waste piping or water piping, except for water piping that is part of a heating or air conditioning system.
 - (4) Fuel storage tank, septic tank or any buried tank or vessel.

- (5) Buried or encased wiring or piping, except for interior radiant heating and air conditioning piping.
 - (6) Software or electronic data.
 - (7) Property or equipment used solely with your business or employment.
 - (8) Vehicle, whether or not designed for travel on public roads. This includes, but is not limited to, a car, truck, motor home, motorcycle, ATV, moped, snowmobile, trailer, watercraft, aircraft, drone, tractor or riding mower.
 - (9) Equipment owned by a utility provider, whether or not such equipment is located on or used to supply your **Residence Premises**.
- 3. Cyber Event** means cyber activity including but not limited to:
- a. The introduction of malicious code including viruses, worms, Trojans, spyware and keyloggers within **Covered Home Equipment**; or
 - b. Unauthorized electronic access to **Covered Home Equipment** or to electronic data or software within or used with **Covered Home Equipment**.
- 4. Dwelling Equipment** means mechanical, electrical, electronic or pressurized equipment that is **Permanently Installed** in your **Residence Premises**. Such equipment must be owned or used by you or members of your family who reside with you. **Dwelling Equipment** includes but is not limited to equipment used with the following home systems: Electrical; HVAC (e.g., Heating, Ventilating and Air Conditioning) and Water Heating and Pumping.
- 5. Home System Breakdown** means operational failure resulting from normal wear and tear or defects in material or workmanship of the **Covered Home Equipment**, consisting of:
- a. Mechanical breakdown;
 - b. Electrical breakdown;
 - c. Bursting, cracking or splitting; or
 - d. Electronics failure
- of **Covered Home Equipment** that requires repair or replacement of all or part of the **Covered Home Equipment**.
- 6. One Home System Breakdown** means: If an initial **Home System Breakdown** causes other **Home System Breakdowns**, all will be considered **One Home System Breakdown**. All **Home System Breakdowns** that are the result of the same event will be considered **One Home System Breakdown**.

7. Permanently Installed means connected or built-in so that the equipment cannot be freely moved in or out of position. Equipment that receives electricity through a hard-wired electrical connection rather than through a plug connection will be considered **Permanently Installed**. Equipment that has a permanent connection to a water or gas line will be considered **Permanently Installed**.

However:

- a. Water lines to refrigerators and water line connections using threaded screws will not be considered **Permanently Installed**; and
- b. Ranges, clothes washers and clothes dryers are considered **Contents Equipment** and are not considered **Permanently Installed**.

8. Residence Premises means the one-, two-, three- or four- family dwelling where you reside in at least one of the family units, and which is shown as the **Residence Premises** in the Summary of Benefits. **Residence Premises** also includes other structures and grounds at that location.

9. Temporary Living Expenses

- a. **Temporary Living Expenses** means the cost of meals and lodging you incur when your **Residence Premises** is not fit to live in because of a **Home System Breakdown**. The costs must arise from necessary increases in living expenses incurred by you so that your household can maintain its normal standard of living.
- b. **Temporary Living Expenses** does not mean or include any costs incurred after the earlier of the following:
 - (1) The shortest time required to repair or replace the damage; or
 - (2) If you permanently relocate, the date when your household is settled elsewhere.

Exclusions

We do not cover loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. Cosmetic Damage

Cosmetic Damage means any damage that does not impair the functionality of **Covered Home Equipment**.

2. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;



- b. Landslide, mudslide or mudflow;
- c. Subsidence or sinkhole;
- d. Tsunami or volcanic action; or
- e. Any other earth movement including earth sinking, rising or shifting caused by or resulting from human or animal forces or any act of nature.

3. Electrical Disturbance

Electrical Disturbance means sudden and accidental damage from artificially generated electrical current, including electrical surge or brown out.

4. Governmental Action

Governmental Action means the destruction, confiscation or seizure of property by order of any governmental or public authority.

5. Gradual Loss

Gradual Loss means:

- a. Rust, corrosion (including pinhole leaks), erosion or gradual loss of efficiency or functionality; or
- b. Leakage or seepage at or from any connection, valve, fitting, shaft or seal.

6. Installation or Repair

Installation or Repair means damage to **Covered Home Equipment** while it is being installed, dismantled or repaired. However, this exclusion shall not apply to the extent that coverage is provided in **Coverages, 4. Damage During the Course of Installation or Repair**.

7. Intentional Loss

Intentional Loss means any loss arising out of any act any Customer commits or conspires to commit with the intent to cause a loss.

In the event of such loss, no Customer is entitled to coverage, even Customers who did not commit or conspire to commit the act causing the loss.

8. Mold

Mold means mold, fungus, wet rot, mildew or yeast, including any associated spores or toxins.

9. Neglect

Neglect means your neglect to use all reasonable means to save and preserve property at and after the time of a loss.

10. Normal Maintenance

Normal Maintenance means any condition which can be corrected by an act of normal equipment

maintenance. This includes, but is not limited to:

- a. Providing necessary power or supply;
- b. Replacing expendable parts;
- c. Recharging or replacing batteries; and
- d. Reloading or updating software or firmware.

11. Nuclear Hazard

Nuclear Hazard means nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

12. Pollution

Pollution means any discharge, dispersal, seepage, migration, release or escape of pollutants, except as specifically covered under **Coverages 5. Ordinance or Law**.

13. Software Problems

Software Problems means:

- a. Any programming error, programming limitation, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving data or media of any kind;
- b. A **Cyber Event**, except to the extent coverage is provided under **Coverages, 6. Resultant Loss from Cyber Event**; or
- c. Incompatibility of **Covered Home Equipment** with any software or equipment installed, introduced or networked within the prior 30 days.

14. Standard Property Perils

Standard Property Perils means:

- a. Fire Or Lightning (including fire resulting from a **Home System Breakdown**);
- b. Windstorm Or Hail;
- c. Explosion;
- d. Riot Or Civil Commotion;
- e. Aircraft;
- f. Vehicles;
- g. Smoke;
- h. Vandalism Or Malicious Mischief, however, this exclusion does not apply to a **Cyber Event**;
- i. Theft;

- j. Weight Of Ice, Snow Or Sleet;
- k. Accidental Discharge Or Overflow Of Water Or Steam;
- l. Freezing; or
- m. Volcanic Eruption.

15.War

War includes the following and any consequence of any of the following:

- a. Undeclared war, civil war, insurrection, rebellion or revolution;
- b. Warlike act by a military force or military personnel; or
- c. Destruction, seizure or use for a military purpose.

Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

16.Water or Other Liquid Damage

Water or Other Liquid Damage means any damage caused by water or other liquid, including water or other liquid that results from a **Home System Breakdown**.

Property Not Covered

Except as provided in **Coverages, 2. Access to Damaged Covered Home Equipment** and **4. Damage During the Course of Installation or Repair**, we do not cover any property other than the following:

1. Your **Covered Home Equipment**; or
2. Your refrigerated property at the **Residence Premises**.

Limits

The most we will pay for loss, damage or expense arising from any **One Home System Breakdown** is the amount indicated as the Home Systems Protection Plan Limit in the Summary of Benefits.

Individual coverages are subject to limits as indicated in the form or in the Summary of Benefits. The most we will pay under any such coverage for loss, damage or expense arising from any **One Home System Breakdown** is the amount indicated as the limit for that coverage in the Agreement or the Summary of Benefits. These limits are a part of, and not in addition to, the Home Systems Protection Plan Limit.



Deductible

We will not pay under this Agreement until the amount of covered loss arising from any **One Home System Breakdown** exceeds the deductible amount shown in the Summary of Benefits. We will then pay the amount of covered loss in excess of such deductible amount, subject to the applicable limits.

Conditions

This Agreement is subject to the following additional conditions.

1. Abandonment Of Property

We need not accept any property abandoned by a Customer.

2. Concealment Or Fraud

We provide no coverage benefits if a Customer has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
- b. Engaged in fraudulent conduct; or
- c. Made false statements

relating to this Agreement.

3. Contract Period

Your Contract Period is indicated in the Summary of Benefits. Your first year Contract Period is effective thirty (30) days after the date you place your order with us. Renewal Contract Periods begin upon the expiration of the previous Contract Period and continue for one year. Both first year and renewal Contract Periods are subject to our receipt of funds from you.

4. Dispute Resolution

Any disputes arising out of or relating to this Agreement shall be resolved by binding arbitration, before a single arbitrator, and administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Either you or we may make a demand for arbitration by contacting AAA at 800-778-7879 or going to www.adr.org to file a claim.

Any arbitration under this Condition will take place on an individual basis; class arbitration and class actions are not permitted. You agree that by entering into this Agreement, you and we are waiving the right to a trial by jury or to participate in a class action.

Any arbitration award may include attorney’s fees if allowed by Federal, State or other applicable law and may be entered as a judgment in any court of proper jurisdiction.

Notwithstanding this arbitration agreement, any party may file an individual action in small claims



court.

5. Duties After Loss

In case of a loss, we have no duty to provide coverage under this Agreement if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you or your representative:

- a. Give prompt notice to us;
- b. Protect the property from further damage. If repairs to the property are required, you must:
 - (1) Make reasonable and necessary repairs to protect the property; and
 - (2) Keep an accurate record of repair expenses;
- c. Cooperate with us in the investigation of a claim;
- d. As often as we reasonably require:
 - (1) Show us the damaged property;
 - (2) Provide us with records and documents we request and permit us to make copies;
 - (3) Provide us with detailed repair estimates; and
 - (4) Provide us with receipts for **Temporary Living Expenses** incurred.

6. Maintaining Your Property and Equipment

It is your responsibility to appropriately maintain your property and equipment. We will not pay your costs to maintain, operate, protect or enhance your property or equipment, even if such costs are to comply with our recommendations or prevent loss, damage or expense that would be covered under this Agreement.

7. No Benefit To Bailee

We will not recognize any assignment or grant any coverage that benefits a person or organization holding, storing or moving property for a fee regardless of any other provision of this policy.

8. Other Coverage

If a loss covered by this Agreement is also covered by a service contract, warranty, insurance policy or manufacturer's recall, we shall pay only for the amount of the cost to repair or replace such **Covered Home Equipment** in excess of the amount due from that other service contract, warranty, insurance or manufacturer's recall. In no event, however, shall we pay more than the applicable Limit.

9. Proving Your Loss

It is your responsibility, at your own expense, to provide documentation to us:

- a. Demonstrating that the loss, damage or expense is the result of a **Home System Breakdown** covered under this Agreement; and
- b. Calculating the dollar amount of the loss, damage and expense that you claim is covered.

10. Term

This Agreement applies only to loss which occurs during the Contract Period as indicated in the Summary of Benefits.

11. Valuation

- a. Our payment for damaged **Covered Home Equipment** and for spoiled refrigerated property will be the smallest of:
 - (1) The applicable limit of liability;
 - (2) The cost to repair the damaged property; or
 - (3) The cost to replace the damaged property with like kind, quality and capacity.

- b. Except as described in c. below, you are responsible for the extra cost of replacing damaged property with property of a better kind or quality or of a different size or capacity.

- c. Environmental, Safety and Efficiency Improvements

We will pay your additional cost to replace **Covered Home Equipment** with equipment that is better for the environment, safer for people or more energy or water efficient than the equipment being replaced. However, we will not pay to increase the size or capacity of the equipment and we will not pay more than 150% of what the cost would have been to replace with like kind and quality. This provision does not apply when repair is more cost effective than replacement, even if such repair involves the replacement of component parts. This provision does not increase any of the applicable limits.

Cancellation

1. This contract can be cancelled by you within thirty (30) days of the Contract Period effective date. If no claims have been paid, a full refund will be made. If claim(s) have been paid, you shall be entitled to a pro rata refund of the unearned pro rata contract Plan Fee for the remaining term less claims paid.
2. This contract can be cancelled by you thirty (30) days or more after the Contract Period effective date. If no claims have been paid, you shall be entitled to a pro rata refund of the unearned pro rata contract Plan Fee for the remaining term. If claim(s) have been paid, you shall be entitled to a pro rata refund of the unearned pro rata contract Plan Fee for the remaining term less claims paid.
3. To cancel, you must notify us in writing, via email at CustomerSolutions@TrustedPlace.com, or by calling 866-237-3287.



4. If this contract has been in effect for less than 60 days, we can cancel the contract for any reason by providing the written notice described in 7., below.
5. If this contract has been in effect for 60 days or more, or if this Contract Period is a renewal, the contract cannot be cancelled by us, except for the following reasons:
 - a. Nonpayment of contract Plan Fee.
 - b. Fraud or material misrepresentation in any one of the following:
 - (1) Obtaining this contract; or
 - (2) Pursuing a claim under this contract.
 - c. Conviction of a crime having as one of its necessary elements an act increasing any hazard insured against.
 - d. Discovery of grossly negligent acts or omissions which substantially increase any of the hazards insured against.
 - e. Physical changes in **Covered Home Equipment** which result in such **Covered Home Equipment** becoming uninsurable.
6. If the contract is cancelled by us, except in the case of cancellation for nonpayment of contract Plan Fee, you are entitled to a pro rata refund of the paid contract Plan Fee for the remaining term less claims paid.
7. If we cancel the contract for nonpayment, we shall deliver notice to you of such cancellation at your last known address not less than ten (10) days before the date on which such cancellation shall become effective. Further, such notice shall include the reason and effective date of cancellation. If the notice is mailed, the notice period is extended by ten (10 days) to a total of twenty (20) days.
8. If we cancel the contract for any other reason, we shall deliver notice to you of such cancellation at your last known address not less than twenty (20) days before the date on which such cancellation shall become effective. Further, such notice shall include the reason and effective date of cancellation. If the notice is mailed, the notice period is extended by ten (10 days) to a total of thirty (30) days.

Renewal

We may elect to renew this contract for a one year Contract Period. In the event we elect to renew your contract, you will be notified of the terms and any rate changes applicable to your renewal within 60 days prior to the expiration of your contract. Unless you notify us prior to the expiration of your contract, your contract will be automatically renewed. If the contract is nonrenewed by us, we shall mail you notice of such nonrenewal in writing not less than sixty (60) days before the effective date of such nonrenewal. Such notice shall include the reason for nonrenewal and the expiration date of the contract.



Transferability

If the **Residence Premises** changes ownership during the Contract Period, coverage may be transferred by contacting us at 866-237-3287.