

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action **within twenty (20) days** after this Complaint and notice are served, by entering an appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you, and a judgment may be entered against you without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICES SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lawyer Referral and Information Service
Philadelphia County Bar Association
1101 Market Street, 11th Floor
Philadelphia, Pennsylvania 19107
(215) 238-6300
www.philadelphiabar.org
PA Bar Association: www.pabar.org

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de

la demanda y la notificación. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defenses o sus objections a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además, la corte puede decidir a favor del demandante y require que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

**USTED LE DEBE TOMAR ESTA NOTA A SU ABOGADO
INMEDIATAMENTE. SI USTED NO TIENE A UN ABOGADO NI NO PUEDE
PROPORCIONAR UNO, IR A NI TELEFONEAR EL CONJUNTO DE LA OFICINA
(OFICINAS) ADELANTE ABAJO. ESTA OFICINA LO PUEDE PROPORCIONAR
CON INFORMACION ACERCA DE EMPLEAR A UN ABOGADO.**

**SI USTED NO PUEDE PROPORCIONA PARA EMPLEAR UN ABOGADO,
ESTE MAYO DE LA OFICINA ES CAPAZ DE PROPORCIONARLO CON
INFORMACION ACERCA DE AGENCIAS ESA OFERTA DE MAYO LOS SERVICIOS
LEGALES A PERSONAS ELEGIBLES EN UN HONORARIO REDUCIDO.**

SERVICIO DE REFERIDO DE ABOGADOS
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1101 Market Street, 11th Floor
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PA Bar Association: www.pabar.org

THIS IS NOT AN ARBITRATION CASE-
This case has been brought by the
Commonwealth under the Pennsylvania
Unfair Trade Practices and Consumer
Protection Law, 73 P.S. § 201-1, *et seq.*
**AN ASSESSMENT OF DAMAGES
HEARING IS REQUIRED**

Commonwealth of Pennsylvania
Office of Attorney General
Melissa L. Kaplan
Deputy Attorney General
Attorney ID No. 320744
Pennsylvania Office of Attorney General
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Fax: 215-560-2494
Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

COMMONWEALTH OF PENNSYLVANIA
By Attorney General JOSH SHAPIRO

Plaintiff,

v.

No.

**THS GROUP LLC d/b/a TOTAL HOME
PROTECTION f/d/b/a TOTAL HOME SHIELD
a/k/a TOTAL HOMESHIELD HOME
PROTECTION
325 Chestnut Street, Suite 800
Philadelphia, Pennsylvania 19106
and**

**DAVID SERUYA, a/k/a DAVID JOHNSON,
Individually and as an Employee
and/or Officer and/or Owner of
THS GROUP LLC d/b/a TOTAL HOME
PROTECTION f/d/b/a TOTAL HOME SHIELD
a/k/a TOTAL HOMESHIELD HOME**

CIVIL ACTION - EQUITY

PROTECTION	:
914 Avenue K	:
Brooklyn, New York 11230-4114	:
	:
and	:
	:
RONALD SERUYA, Individually and as an	:
Employee and/or Member and/or Partner and/or	:
Officer and/or Owner of	:
THS GROUP LLC d/b/a TOTAL HOME	:
PROTECTION f/d/b/a TOTAL HOME SHIELD	:
a/k/a TOTAL HOMESHIELD HOME	:
PROTECTION	:
1 Ross Court	:
Oakhurst, New Jersey 07755	:
Defendants	:

COMPLAINT

AND NOW, comes the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter "Commonwealth" or "Plaintiff,") and brings this action pursuant to the Unfair Trade Practices and Consumer Protection Law, 73 P.S. § 201-1, et seq. (hereinafter "Consumer Protection Law") to obtain injunctive relief, civil penalties, restitution and costs against the Defendants. The Consumer Protection Law authorizes the Attorney General to bring an action in the name of the Commonwealth of Pennsylvania to restrain, by temporary or permanent injunction, unfair methods of competition or unfair or deceptive acts or practices in the conduct of any trade or commerce declared unlawful therein.

The Commonwealth believes that Defendants are willfully using, have willfully used and/or are about to willfully use, methods, acts or practices complained of herein. The Commonwealth believes that its citizens are suffering and will continue to suffer harm unless the acts and practices set forth herein are enjoined.

The Commonwealth believes that the public interest is served by seeking before this Honorable Court an injunction to restrain the methods, acts and practices complained of herein. Further, the Commonwealth requests restitution, civil penalties, costs and other appropriate equitable relief as redress for violations of the Consumer Protection Law, as set forth herein. In support of this action the Commonwealth respectfully represents the following:

JURISDICTION

1. This Court has original jurisdiction over this action pursuant to Section 931 of the Judicial Code, 42 Pa. C.S.A. § 931(a).

VENUE

2. Venue lies with this Court pursuant to Pa. R.C.P. 1006(c)(1).

PARTIES

3. Plaintiff is the Commonwealth of Pennsylvania, Office of Attorney General, by Attorney General Josh Shapiro (hereinafter “Commonwealth” and/or “Plaintiff”), with offices located at 1600 Arch Street, Third Floor, Philadelphia Pennsylvania 19103.

4. Defendant, THS Group LLC (hereinafter “THS Group” and/or “Defendant THS Group” and/or collectively “THS Defendants,”) registered with the Pennsylvania Department of State, Bureau of Corporations and Charitable Organizations: Corporations Section (hereinafter “Corporate Bureau”) on January 14, 2016, as a Pennsylvania Limited Liability Company with an address of 325 Chestnut Street, Suite 800 PMB 3038, Philadelphia, Pennsylvania 19106.

5. Defendant Ronald Seruya is an adult individual whose last known residential address is 1 Ross Court, Oakhurst, New Jersey 07755.

6. At all times relevant and material hereto, Defendant Ronald Seruya (hereinafter “Ronald Seruya” and/or “Defendant Ronald Seruya” and/or collectively “THS Defendants,”) has

been an employee and/or member and/or officer and/or owner and/or partner of Defendant THS Group.

7. At all times relevant and material hereto, Defendant David Seruya a/k/a David Johnson (hereinafter “David Seruya” and/or “Defendant David Seruya” and/or collectively “THS Defendants,”) has been an employee and/or owner and/or officer of Defendant THS Group.

8. Defendant David Seruya is an adult individual whose last known residential address is believed to be 914 Avenue K, Brooklyn, New York 11230-4114.

9. The THS Defendants previously did business as “Total Home Shield” and/or “Total Homeshield Home Protection,” neither of which are registered as Professional Corporations or as fictitious names with the Corporate Bureau, but both of which advertised their place of business as 325 Chestnut Street, Suite 800, Philadelphia, Pennsylvania 19106.

10. From on or around January 1, 2017 to the present, the THS Defendants have done business as “Total Home Protection,” which only registered as a fictitious name with the Corporate Bureau in June of 2019.

BACKGROUND

11. The THS Defendants engage in trade and commerce within the Commonwealth of Pennsylvania through the advertisement and sale of home warranty plans¹ (hereinafter “Service Plans” or “Service Contracts”) for the repair or replacement of household systems and appliances to hundreds if not thousands of consumers.

12. The THS Defendants take advantage of unsuspecting consumers in numerous ways, including, but not limited to, by falsely advertising and misrepresenting the coverage and services available under the Service Contracts, engaging in a host of deceptive conduct to deny

¹ The THS Defendants use the terms “Home Warranty,” “Home Warranty Plan,” “Service Agreement,” “Service Contract,” “Service Plan,” and “Home Service Contract” interchangeably.

covered claims, offering inadequate cash buy-outs in lieu of repairing or replacing covered parts or systems, providing misleading and false information to consumers about THS' cancellation policy, utilizing Service Contracts that are inherently confusing and deceptive, failing to resolve claims in a timely manner, and otherwise failing to comply with written guarantees.

13. THS Group LLC is merely Defendant David Seruya's latest attempt to scam consumers through a home warranty related business.

14. For more than a decade, Defendant David Seruya has been involved in the sale of contracts to repair or replace household appliances and systems (which were often misrepresented as home warranties) under different business names in more than one state.

15. In certain instances when one of Defendant David Seruya's home warranty related companies is investigated and/or receives an influx of consumer complaints, David Seruya ceases operations under the investigated/complained of company's name and begins operating under a different business name.

16. Defendant Ronald Seruya is Defendant David Seruya's father.

17. At all times relevant hereto, Defendant David Seruya supervised, controlled, approved, authorized, ratified, benefitted from and/or participated in the day-to-day operations of Defendant THS Group and in so doing engaged in actions that included, but were not limited to, the following:

- a) Hiring and training employees;
- b) Setting up payment processing and/or bank accounts;
- c) Managing the virtual office and/or physical office spaces;
- d) Communicating with consumers regarding claim denials;
- e) Communicating with consumers regarding Service Contract cancellations;

- f) Communicating with consumers regarding refunds and/or “goodwill” payments;
- g) Deciding whether to provide consumers with refunds and/or “goodwill” payments;
- h) Authorizing and/or approving claims;
- i) Authorizing wire transfers on behalf of Defendant THS Group;
- j) Providing and/or updating information about Defendant THS Group to third party vendors;
- k) Providing payment information to third party vendors on behalf of Defendant THS Group;
- l) Providing his personal phone number for Defendant THS Group contact purposes;
- m) Identifying himself as an officer of Defendant THS Group;
- n) Communicating with marketing, lead generation, and/or web development companies;
- o) Communicating with consumers regarding Better Business Bureau (hereinafter “BBB”) complaints; and
- p) Communicating with state and local agencies regarding the denial of claims.

18. Upon information and belief, the fraudulent or deceptive acts and practices complained of herein were carried out pursuant to Defendant David Seruya’s direction and control, and Defendant David Seruya directly participated in such fraudulent or deceptive acts and practices.

19. On one or more occasions Defendant Ronald Seruya, as President of Defendant THS Group, has been made aware of consumer complaints including but not limited to those alleging that, at times, the THS Defendants failed to provide a repair in a timely fashion, did not respond to phone calls for weeks, failed to locate contractors in the consumer’s area, instructed consumers to locate their own contractor and request reimbursement, and/or assigned

incompetent or unprofessional contractors to service consumer claims, and at all times relevant hereto failed to take any corrective action regarding the conduct of the THS Defendants which constituted violations of the Consumer Protection Law.

20. At all times relevant and material hereto, Defendant Ronald Seruya supervised, controlled, approved, authorized, ratified, benefitted from and/or participated in the day-to-day operations of Defendant THS Group and in so doing participated in actions that included but were not limited to:

- a) Signing documents on behalf of Defendant THS Group;
- b) Providing one or more forms of identification to third parties to execute one or more third party contracts on behalf of Defendant THS Group;
- c) Identifying himself as an officer of Defendant THS Group who handles the day to day operations of the company;
- d) Responding to inquiries regarding Defendant THS Group's business structure;
- e) Responding to inquiries regarding consumer complaints about certain business practices of Defendant THS Group;
- f) Misrepresenting Defendant David Seruya's affiliation with Defendant THS Group; and
- g) Explaining certain business practices of Defendant THS Group to inquiring third parties.

21. At all times relevant hereto, Defendant Ronald Seruya knew or should have known of the fraudulent and deceptive conduct of Defendant David Seruya and THS and not only failed to take corrective action, but engaged in conduct to aid and abet the aforementioned fraudulent and deceptive conduct.

22. The THS Defendants continued to solicit new customers for home warranty Service Contracts at a point in time when they knew or should have known that they would not be providing the services and benefits as represented.

23. The THS Defendants profited from the aforementioned misconduct while consumers were left paying hundreds to thousands of dollars in out-of-pocket costs to replace or repair the very same systems and appliances that should have been covered under the THS Defendants' Service Contracts.

24. When reference is made in this Complaint to any act of the Defendants, or any employee and/or agent of Defendant THS Group, such allegations shall mean the act of Defendant David Seruya, the act of Defendant Ronald Seruya, and the act of Defendant THS Group, with Defendant David Seruya, Defendant Ronald Seruya, and Defendant THS Group acting individually, jointly, or in concert with one another, unless otherwise specified.

25. At all times relevant and material hereto, the unfair methods, acts and practices complained of herein regarding the THS Defendants were willfully used by Defendant David Seruya, Defendant Ronald Seruya and Defendant THS Group.

Previous Warranty Companies and Investigations

26. Defendant David Seruya was a principal/owner of New York Domestic Business Corporation United Home Warranty, Inc. (hereinafter "UHW") which sold "Residential Service Contracts" from approximately November of 2006 until approximately April of 2008, when it abruptly closed shop and vanished overnight.

27. According to the NYS Department of State Division of Corporations, as of October 26, 2011, UHW's "Current Entity Status" in New York is "INACTIVE - Dissolution by Proclamation / Annulment of Authority."

28. Defendant David Seruya was also a principal/owner of National Home Protection, Inc. (hereinafter "NHP") which was registered with the NYS Department of State, Division of Corporations in November of 2005.

29. In February of 2009, the New York Attorney General sued National Home Protection, Inc. and its principals David Seruya, Leo Surrer and Victor Hakim² (hereinafter “NHP Defendants”) under docket No. 400431/2009 in the Supreme Court of New York, after receiving consumer complaints regarding the NHP Defendants’ business practices.

30. The New York Attorney General’s Complaint alleged in relevant part that the NHP Defendants engaged in false advertising, deceptive acts and practices, and fraud, by:

- “Failing to Honor the Home Warranty Plan”;
- “Denial for Lack of Maintenance Records”;
- “Denial for Baseless ‘pre-existing conditions’”;
- “Refusal to Provide Replacement Appliances or Systems”;
- “False Claims that Items are not Covered”;
- “No Timely Resolution of Claims”;
- “Unilateral Cancellation of Home Warranty Plan”;
- “Failure to Provide Refunds”; and
- “Deceptive Gift Card Practices.”

31. On December 14, 2009, the NHP Defendants entered into a Consent Order and Judgment with the New York Attorney General’s Office in The People of the State of New York v. National Home Protection, Inc., et al., Index No. 400431/09, pursuant to which the NHP Defendants were, among other things, “permanently enjoined from engaging in any deceptive, fraudulent, or illegal practices . . . in connection with contracts to repair or replace household appliances and systems.”

32. According to the NYS Department of State Division of Corporations, as of

² This filing was later amended to include Victor Hakim as an additional defendant.

October 26, 2011, NHP's "Current Entity Status" in New York is "INACTIVE - Dissolution by Proclamation / Annulment of Authority."

33. Prior to May 21, 2013, Defendant David Seruya was also a principal/owner of the New York Domestic Business CHW Group Inc. (hereinafter "CHW,") where his father, Defendant Ronald Seruya, also worked for one or more years.

34. In July of 2014, the New Jersey Attorney General sued CHW Group Inc. d/b/a Choice Home Warranty and its officers, Defendant David Seruya, Victor Hakim, and Victor Mandalwai, (hereinafter "CHW Defendants,") under Docket No. C-135-14 in the Superior Court of New Jersey after receiving an influx of consumer complaints regarding the CHW Defendants' business practices.

35. The New Jersey Attorney General's Complaint alleged that the CHW Defendants used false advertisements to fraudulently and deceptively induce consumers to buy service contracts which often left the consumers paying out of pocket for the repair and/or replacement of appliances and/or systems that should have been covered per the advertisements and/or written guarantees.

36. In relevant part, the New Jersey Attorney General's Complaint specifically alleged that, in certain instances, the CHW Defendants:

- a) Had no CHW contractor network technicians in certain geographic areas, and therefore was unable to assign technicians to service consumers' claims within the time frame provided in the Residential Service Contract;
- b) Assigned technicians to service consumer claims without first ensuring the assigned technician was willing, insured and/or licensed to service the CHW customers' claims;
- c) Denied claims on the basis of "lack of maintenance" when technicians otherwise informed CHW that the home system or appliance was properly maintained and/or that the failure of the home system and/or appliance was something other than lack of maintenance;

- d) Denied claims on the basis of “pre-existing condition” when technicians indicated to CHW that the failure of the home system or appliance was the result of normal wear and tear;
- e) Refused to provide specific written explanations for the denial of claims;
- f) Did not replace home systems or appliances that required replacement but instead required that consumers accept “buy outs” or other payments that were hundreds of dollars less than the replacement cost; and
- g) Falsified the information provided from technicians.

37. The CHW Complaint alleged that at least until April 2013, David Seruya’s responsibilities as CHW’s principal and/or owner, were believed to include but not be limited to the following:

- (a) Arranging for technicians to service claims;
- (b) Ensuring arrangements are made for technicians to service claims;
- (c) Communicating with consumers regarding denials of claims;
- (d) Communicating with consumers regarding cancellations of RSCs;
- (e) Cancelling consumers’ RSCs;
- (f) Communicating with consumers regarding refunds;
- (g) Providing consumers with refunds;
- (h) Communicating with consumers regarding BBB complaints; and
- (i) Communicating with state and local agencies regarding denial of claims.

38. On June 9, 2015, the CHW Defendants entered into a Final Consent Judgment with the New Jersey Attorney General in John J. Hoffman et al. v. CHW Group Inc. d/b/a Choice Home Warranty et al. under Docket No. C-135-14 (hereinafter “CHW Consent Judgment”), which in relevant part required David Seruya to provide written notice to the NJ AG’s Office if

he intended to conduct business or offer any type of service contracts in New Jersey.

Registration of THS Group LLC and related entities

39. In December of 2015, Defendant David Seruya entered into a virtual office agreement for “Total Home Shield” to use the address of 325 Chestnut Street, Suite 800, Philadelphia, Pennsylvania as of January 1, 2016.

40. On January 14, 2016, Defendant Ronald Seruya registered Defendant THS Group as a Pennsylvania Limited Liability Company with an address of 325 Chestnut Street, Suite 800, Philadelphia, Pennsylvania 19106.

41. The THS Defendants did business as “Total Home Shield” and/or “Total Homeshield Home Protection” in 2016.

42. On June 7, 2016, Defendant Ronald Seruya, as “General Partner” of Defendant THS Group, registered THS Group LLC as a Foreign Limited Liability Company in New Jersey with a main business address of 325 Chestnut Street, Suite 800, Philadelphia, Pennsylvania 19106 for the business purpose of “service contracts.”

43. On June 22, 2016, Defendant David Seruya, as “Vice President” of Defendant THS Group, submitted an application to the United States Patent and Trademark Office (hereinafter “USPTO”) to register a trademark/service mark for “Total Homeshield Home Protection.”³ *A true and correct copy of the aforementioned Total Homeshield Home Protection USPTO Application is attached hereto and incorporated herein as Exhibit “A.”*

44. On February 10, 2017, Defendant David Seruya, as “Owenr” (sic) of Defendant THS Group, submitted an application to the USPTO to register a trademark/service mark for “Total Home Protection.” *A true and correct copy of the aforementioned Total Home Protection*

³ On or around October 4, 2016, the THS Defendants’ “Total Homeshield Home Protection Application” was refused for likelihood of confusion. The THS Defendants did not reply to the refusal and the “Total Homeshield Home Protection Application” was marked abandoned on May 5, 2017.

USPTO Application is attached hereto and incorporated herein as Exhibit "B."

45. The THS Defendants' "Total Home Protection" trademark/service mark application was accepted by the USPTO on September 22, 2017.

46. Upon information and belief, at some point in 2017, the THS Defendants stopped doing business as Total Home Shield and/or Total Homeshield Home Protection and began doing business as Total Home Protection.

47. At some point in 2017, Defendant David Seruya began to use one or more aliases, including "David Johnson," while conducting business on behalf of the THS Defendants.

48. In 2017, Defendant Ronald Seruya submitted applications to one or more entities on behalf of THS Group LLC d/b/a Total Home Protection, listing himself as President and "David Johnson" as the "complaint handler" and/or point of contact.

49. In certain instances, Defendant David Seruya responded to consumer complaints submitted through third parties regarding the THS Defendants' business practices as "David Johnson."

50. The THS Defendants never registered the fictitious names "Total Home Shield," or "Total HomeShield Home" with the Corporate Bureau, and only recently registered "Total Home Protection" with the Corporate Bureau despite having done business as "Total Home Protection" for several years.

51. At all times relevant and material hereto, the THS Defendants ran their fraudulent and deceptive business out of multiple addresses, including but not limited to a "virtual office suite" with a corresponding address of 825 Chestnut Street, Suite 800, Philadelphia, Pennsylvania 19106.

52. On one or more occasions, the THS Defendants and/or their employees have

represented that their Philadelphia address is the company's headquarters and/or principal office.

53. The THS Defendants also conduct and/or conducted business out of 350 Sentry Parkway Building 610, Suite 220, Blue Bell, Pennsylvania 19422, 295 Pierson Avenue, Suite 104, Edison, New Jersey 08837 and 300 McGraw Drive, 2nd Floor, Edison, New Jersey 08837.

54. Upon information and belief, the THS Defendants have intentionally provided false and misleading information regarding Defendant THS Group, including but not limited to false and misleading information about the company's ownership, location, line of business, billing practices and refund policies, to various third party entities including those involved in credit card processing to deceptively gain access to credit card networks and/or avoid triggering certain industry threshold checks designed to detect and proscribe deceptive or fraudulent conduct.

55. To date, at least three other state agencies have commenced legal proceedings against "Total Home Protection" or one of its affiliated companies: in October of 2017, the Nevada Department of Business and Industry, Division of Insurance issued a Cease and Desist Order to "TOTALHOMESHIELD; TOTAL HOME PROTECTION"; in August of 2018, the California Department of Insurance issued a Cease and Desist Order against THPCA d/b/a TOTAL HOME PROTECTION; and in February of 2019, the Iowa Insurance Division filed an Amended Petition requesting the issuance of a summary cease and desist order against THCPA individually and d/b/a Total Home Protection (sic) and Ronald Seruya individually and d/b/a Total Home Protection.

FACTS

A. Advertisement and Sale of Home Warranty Plans/ Service Contracts

56. During all time periods relevant and material hereto, the THS Defendants induced

consumers to purchase a “home warranty,” defined on the THS Defendants’ website as “a service contract that provides **repair or replacement of your homes major systems and appliances that fail due to normal wear and tear**. Certain limitations and exclusions apply.” (emphasis added). *True and correct screenshots of the Defendants’ website pages from December 2018 (<https://www.totalhomeprotection.com/>) and February 2020 are attached hereto and incorporated herein as Exhibit “C.”*

57. On their website, the THS Defendants represent that “A Total Home Protection warranty allows you to **never worry about the high cost of repairing or replacing** your home's covered appliances or mechanical systems.” (emphasis added) *See Exhibit “C.” at P. 2.*

58. On their website, the THS Defendants represent that “THP offers **comprehensive warranty plans** to fit every homeowner’s budget. Your service agreement will cover **repair or replacement of covered items, regardless of age, make or model.**” *See Exhibit “C.” at P. 8.*

59. The THS Defendants’ website further assures customers that “**A Total Home Protection warranty can protect you and your family from unforeseen, costly household repair bills.** Appliances and major systems break down all the time, it’s a part of like (sic). **Don’t be left holding the bag...safeguard your budget with a trusted home warranty plan from Total Home Protection.**” (emphasis added). *See Exhibit “C.” at P. 10.*

60. The THS Defendants’ advertise their Service Contracts as “a **perfect solution** for homeowners that are **not handy or simply do not want to search the internet** for a trusted **repair person. Finding a reputable contractor is no easy task. THP only uses licensed, pre-screened, and insured technicians**⁴ to handle your repair or replacement.” (emphasis added). *See Exhibit “C.” at P. 10.*

⁴ One or more of the THS Defendants’ advertisements and Service Contracts refer to an authorized “Service Contractor” and a “technician” interchangeably. *See Exhibit “C.” and Exhibit “G.”*

61. According to the THS Defendants' website, "there is **no limit on the number of times you can request service,**" and if a unit cannot be fixed, it will be replaced subject to the terms of the service agreement. (emphasis added). *See Exhibit "C." at P. 5.*

62. The THS Defendants' bolster their representations with testimonials from purported clients, including, but not limited to, the client review of Lester from Pennsylvania. *A true and correct copy of the "community" testimonial website page overviews and the full testimonial from "Lester from Pennsylvania" is attached hereto and incorporated herein as Exhibit "D."*

63. The THS Defendants have posted photographs of people next to the testimonials displayed on their website.

64. Upon information and belief, the THS Defendants post fake positive reviews and/or testimonials on one or more websites and/or direct others to post fake positive reviews on various websites.

65. Inconspicuously, at the very bottom of the THS Defendants' website, in eight and a half size font, the following disclosure is stated:

****Terms and conditions apply. THP offers service contracts which are not warranties. Coverage not available in NV. See contract for limitations and specifics on response times. THP reserves the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which at times may be less than retail, to repair or replace any covered system, component, or appliance.**

See Exhibit "C." at P. 4.

67. On or around July of 2019, the THS Defendants added another inconspicuous disclaimer to the bottom of their website stating that Total Home Protection uses stock photos when publishing consumer reviews per company policy because they cannot source the ownership or royalty rights of photo provided by a consumer. *See Exhibit "C." at P. 13.*

68. The THS Defendants failed to sufficiently disclose these limitations to consumers and created confusion and misunderstanding in violation of the Consumer Protection Law.

69. The THS Defendants' website also provides marketing materials, such as a flyer explaining "**a home warranty may also be referred to as appliance insurance, home service contract, or an appliance warranty**" and a brochure that in relevant part reads "a Total Home Protection home warranty allows you to **never worry about the high cost of repairing or replacing your home's covered appliances or mechanical systems that fail due to normal wear & tear.**" *A true and correct copy of the aforementioned marketing materials are attached hereto and incorporated herein as Exhibit "E."*

70. Regarding "HOME BUYERS PROTECTION," THS' brochure states:

HOME BUYERS PROTECTION

When buying a home, you never know what to expect. Everything may look great on the outside, but what's on the inside is what matters most. A THP home warranty can help alleviate the concerns of after-sale major system or appliance breakdowns.

When a covered item fails due to normal wear and tear, simply dial our toll-free number and submit your claim request to one of our knowledge and friendly claim representatives. Total Home Protection has a vast network of licensed and insured technicians.



WHY DO I NEED A HOME WARRANTY?

*A single breakdown can cost you more than 1 year of coverage!**

	Air Conditioner Typical Repair: \$500 Typical Replacement: \$3,500
	Refrigerator Typical Repair: \$350 Typical Replacement: \$1,300
	Washer & Dryer Typical Repair: \$400 Typical Replacement: \$1,350

* Based on estimated retail ranges of typical appliance replacement costs. Includes repair and replacement data from nationwide independent contractors. Prices may vary by state.

See Exhibit "E."

71. On one or more occasions the THS Defendants have sent consumers hard copies of their marketing materials including the above referenced brochure and/or flyer.

72. The THS Defendants also solicit consumers via email, telephone, the internet, and their website which invites consumers to fill out a form to receive a free quote for a Service Contract.

73. Upon information and belief, after a consumer visits the THS Defendants' website

and fills out a form to receive a free quote, he or she is contacted by a THS representative via telephone and/or email.

74. In certain instances, over the phone, the THS sales representatives make many of the same misrepresentations regarding the benefits of the THS Defendants' Service Contracts that are set forth on the THS Defendants' website and in their promotional materials, including but not limited to misrepresentations that if something cannot be repaired, it will be replaced, that there are no limits on the amount the plan pays for repair and/or replacement and that a consumer is "free to make as many claims" as necessary after the thirty day grace period ends.

75. In certain instances, consumers enroll in a Service Contract by providing their payment information to a THS sales representative over the phone, and then receive an email entitled "Your Home Warranty Plan." *A redacted and exemplary copy of the Defendants' "Your Home Warranty Plan" email to consumer is attached hereto and incorporated herein as Exhibit "F."*

76. In those instances, the "Your Home Warranty Plan" email generally confirms the policy holder's name, coverage address, plan and optional coverage, term, plan price, and service call fee, and advises the consumer that a hard copy of the policy will be mailed within a set time frame such as 10-15 days. *See Exhibit "F."*

77. In certain instances, however, the THS Defendants charge consumers more than the amount stated on their respective "Your Home Warranty Plan" emails, sometimes charging a consumer who elected to make monthly or annual payments the entire amount of the policy upfront despite the fact the confirmation email states the charges are to be monthly or annually.

78. One or more consumers who asked for a hard copy and/or the terms and conditions of the THS Service Contract at the time of enrollment were simply told to wait until

they received the hardcopy in the mail, and that the policy could be canceled within thirty days if the terms were unsatisfactory.

79. Though at various points in time the terms and conditions of the THS Defendants Service Contracts may have been available online, in certain instances consumers were not informed of this fact and/or were otherwise unable to and/or did not view the Service Contract language prior to receiving a hard copy in the mail.

80. On one or more occasions, the THS Defendants advised incoming callers through a recorded message that their calls may be monitored or recorded for quality control purposes.

81. At one point in time, the THS Defendants' recorded message represented that "Total Home Protection is a leading home warranty service provider covering the repair or replacement of covered items in your home that break down due to normal wear and tear. Unlike your homeowner's insurance, our policies cover what will happen like your heater not working or your refrigerator not cooling. Breakdowns occur all the time, so make sure you're protected."

82. Many consumers relied upon the representations made by the THS Defendants to their detriment and entered into Service Contracts with the THS Defendants, paying anywhere from a few hundred to a few thousand dollars for one or more Service Contracts that ranged in duration from one to five or more years.

B. Home Warranty Plans/ Service Contracts

83. Upon information and belief, the majority of the THS Defendants' Service Contracts contain numerous exclusions, limitations, and conditions many of which are not clearly or conspicuously displayed or disclosed to consumers.⁵

84. For example, regarding coverage, these Service Contracts provide as follows:

⁵ On or around January 2019, the THS Defendants appear to have modified the Terms and Conditions of the Service Contract which is available online. However, the majority of the complaints received by the Bureau of Consumer Protection have involved the language of the Service Contracts referred to above and attached hereto as Exhibit "G."

I. BASIS FOR COVERAGE

During the term of this Agreement, we agree to pay the covered costs to repair or replace the items listed as covered on your Agreement Coverage Summary if any such items become inoperable due to mechanical failure caused by normal wear and tear. Determination of Coverage including the operational condition as of the Agreement effective date for any claim will be made solely by us, considering but not limited to, our independent contractor's diagnosis, hereinafter referred to as the "Service Contractor". This Agreement does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE CONTRACTOR and is not itself undertaking to repair or replace any such systems or components. This Agreement covers single-family homes, new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fees are paid. This Agreement will not cover systems or appliances within (a) commercial properties; (b) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools and/or professional offices; (c) common areas of condominiums, multi-family houses and/or cooperatives; (d) vacant properties, and; (e) foreclosed/short sold properties. Coverage applies to the systems and components mentioned as "covered" in accordance with the terms and conditions of this Agreement so long as such systems and components:

- A. Become inoperable due to normal wear and tear; and
- B. Are in place and in proper working order on the effective date of this Agreement; and
- C. Are located inside the confines of the main foundation of the home or attached or detached garage, with the exception of the air conditioner, exterior pool/spa, septic system, and well pump.

A true and correct copy of the Defendants' Service Contract as downloaded from their website on December 20, 2018 is attached hereto and incorporated herein as Exhibit "G."

85. These Service Contracts state "coverage starts from 30 days after acceptance of application by us and receipt of applicable Agreement fees and continues for 365 days from that start", and that Defendants reserve the right to waive the 30 day grace period in certain situations. See Exhibit "G."

86. To request service under these Service Contracts, consumers are instructed as follows:

III. REQUESTING SERVICE – CALL (800) 545-0402

- A. We must be notified as soon as the malfunction is discovered and prior to expiration of the Agreement. You can request service by calling 1-800-545-0402. We will accept service requests 24 hours a day, 7 days a week. We will not provide service until all past due Trade Service Call Fees and Plan Fees are made current.
- B. Upon request for service under normal circumstances, we will contact an authorized Service Contractor within two (2) days during normal business hours and four (4) days on weekends and holidays after you request service. The authorized Service Contractor will contact you to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. We will accept your request to expedite scheduling of non-emergency service only when a Service Contractor is available. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, you may be required to pay an additional fee.
- C. We have the sole and absolute right to select the Service Contractor to perform the service. We will not reimburse for services performed without its prior approval.
- D. We reserve the right to obtain a second opinion at our expense. In the event that we inform you the malfunction is not covered under this Agreement, you have the right to request a second opinion of the cause of the malfunction. You must ask us for a second opinion from another Service Contractor within seven (7) days from us informing you the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, then we may, in our discretion, decide whether to accept Coverage under this Agreement. If you request a second opinion, you will be responsible for the payment of an additional Trade Service Call Fee only if the outcome of the second opinion is the same as the initial opinion.
- E. In the event we authorize or request you to contact an independent service contractor to perform a covered service, we will provide reimbursement for an authorized amount of the cost you incur for the repair or replacement services. Acceptable proof of the repair and your actual itemized costs must be provided to and approved by us before any reimbursement will be paid. We are not responsible for expenses you incur without our express consent. We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.



See Exhibit "G."

87. These Service Contracts also contain a laundry list of exclusionary criteria ranging from "A – Y," including but not limited to the following provisions:

VII. GENERAL LIMITATIONS OF LIABILITY

A. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions, deficiencies and/or defects.

B. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

* * *

D. This Agreement covers only repairs and/or replacements due to mechanical failure attributable to ordinary wear and tear. Accordingly, the Agreement does not cover failures which may result from other causes, such as without limitation abuse; misuse and/or neglect; lack of maintenance; rust and/or corrosion; noise without a related mechanical failure; chemical or sedimentary build up; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property. This Agreement does not cover mechanical failures resulting directly or indirectly from or caused by mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, and/or wet or dry rot regardless of the source, origin, or location and any other cause or event contributing concurrently or in any sequence to the mechanical failure.

* * *

R. This Agreement does not cover any mechanical failure when the covered item or system has been repaired, modified, disabled or adjusted in any way which prevents us or our independent Service Contractor(s) from inspecting, diagnosing and/or repairing the mechanical failure. This Agreement does not cover any mechanical failure to any covered item or system that has been improperly altered, repaired, installed, modified or damaged in the course of remodeling or unauthorized repair.

S. This Agreement does not cover performance of routine maintenance. You are responsible for performing all routine maintenance and cleaning for all covered items and systems as specified and recommended by the manufacturer. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. We will not pay for repairs or failures that result from your failure to perform normal or routine maintenance.

* * *

U. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, we will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, we will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

See Exhibit "G."

88. Even when a certain appliance is "covered" under a Service Contract, many times various component parts of the appliance are not covered per the fine print the follows the details of the covered item.

89. For example, even though Service Contracts cover refrigerators if they are located in the kitchen, the following are NOT covered: racks; shelves; glass; lighting; handles; doors,

door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers, beverage dispensers and their respective equipment; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

C. Refrigerator

Note: Refrigerator must be located in the kitchen.

COVERED: All components and parts, including integral freezer unit, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers, beverage dispensers and their respective equipment; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

See Exhibit "G."

90. Many of the larger and more expensive appliances and/or failures that are covered under these Service Contracts are subject to a set maximum payout per contract term for access, diagnosis repair and/or replacement.

91. For example, with regards to a water heater, these Service Contracts contain the following limitations and exclusions:

G. Water Heater

COVERED: All components and parts for gas and/or electric hot water heaters, including circulating pumps, except:

NOT COVERED: Auxiliary and secondary holding/storage tanks; main, holding or storage tanks; expansion tanks; base pans; drain pans and drain lines; line restrictions; pressure reducing valve; sediment build-up; mineral and/or calcium build-up; rust and corrosion; combustion shutdown; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; tankless hot water heaters; low boy and/or squat water heaters; solar water heaters including all solar components and parts; any noise without a related mechanical failure; racks; straps; timers; energy management systems; commercial grade equipment and units exceeding 75 gallons. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

See Exhibit "G." (Emphasis added).

92. Moreover, the THS Defendants' Service Contracts provide that in no event will the liability of Defendants exceed "\$1500 per contract term for access, diagnosis, repair and/or replacement." See Exhibit "G."

93. The THS Defendants' Service Contracts permit a consumer to cancel their

agreement with the THS Defendants “within the first thirty (30) days of the order date for a full refund of the paid contract fees, less any service fees incurred by us.” See Exhibit “G.”

94. If a consumer wishes to cancel their Service Contract outside of the thirty day window, the following provision applies:

C. Mutual agreement of us and you. If this Agreement is canceled after thirty (30) days, you shall be entitled to a pro rata refund at the standard contract fee rate for the unexpired term, less a \$50 administrative fee and any service costs incurred by us. If we have provided services and the amount of the service costs incurred by us is greater than the contract fees paid, then no refund will be due to you. All cancellation requests must be submitted in writing.

See Exhibit “G.”

C. Consumer Experiences

95. The representations set forth by the THS Defendants were largely inconsistent with the fine print buried within their Service Contracts, and with consumer experiences generally.

96. For example, in more than one instance a consumer who enrolled in a Service Contract over the telephone did not receive a hard copy of their Service Contract within the thirty day grace/cancellation period and at least one consumer had to call THS multiple times to request a hard copy of the Service Contract.

97. At least one consumer said he did not receive the Service Contract for approximately a month and a half, however upon receipt he immediately read the terms and conditions and attempted to cancel, only to be informed by a THS representative that he had to pay a cancellation fee because he was outside of the thirty day grace period.

98. Another consumer stated she only received a hard copy of her THS Service Contract when she found out her claim was being denied, over one year after she enrolled in the Service Contract.

99. Certain consumers who attempted to cancel the Service Contract after reading the

fine print experienced difficulty when canceling and/or were given false information about the cancellation process.

100. Many consumers are transferred to a “retention” specialist, or from person to person, in an effort to frustrate the cancellation process.

101. One consumer was assigned to two different THS “account specialists” in a span of five days, could not get a hold of anyone from the THS Defendants by phone, and when he emailed a THS “resolution manager” to cancel his account, he received an email saying he had to email mediation@totalhomeprotection.com. The day after this consumer emailed mediation@totalhomeprotection.com, the consumer received an email from the “retention manager” stating the THS Defendants made several attempts to contact the consumer and left messages regarding his cancellation request and could not reach the consumer by phone and requesting a return phone call.

102. Numerous consumers called and/or otherwise contacted the THS Defendants to cancel their policy only to continue to find monthly charges from the THS Defendants on their credit card statements.

103. Certain consumers were forced to file chargebacks with their credit card companies to stop monthly charges for services they had canceled because the THS Defendants continued to bill their credit cards without permission.

104. Other consumers were forced to request their credit card companies decline or otherwise reject any transaction attempt taken on behalf of or by the THS Defendants.

105. Even after certain consumers who had canceled their policies yet continued to incur charges from the THS Defendants filed chargebacks with their credit card companies, the THS Defendants denied that the consumer had cancelled the policy and/or refuted the

chargeback by stating the cancellation did not occur in accordance with the Service Contract and therefore was invalid.

106. In other instances, consumers who cancelled over the phone and were advised they would be provided a refund later either were not provided a refund, or were provided a partial refund despite not having been informed that various fees would be reduced from the refund amount per the Service Contract.

107. Certain consumers who never received a refund or only received a partial refund attempted to call the THS Defendants countless times to inquire as to the status of the refund to no avail, and were forced to either forgo the money they were entitled to or file a chargeback with their credit card company.

108. Upon information and belief, the THS Defendants doctored documents and invoices provided in response to consumer chargebacks to further the above mentioned scheme.

109. At least one consumer reported that after he disputed the THS Defendants' charge to his credit card company, he received a copy of the Service Contract for the first time through the chargeback process, and was appalled to learn that the THS Defendants were claiming he enrolled online and consented to the Terms and Conditions despite the fact he had enrolled over the phone without having seen the Service Contract or having been read key provisions of the Terms and Conditions during the phone call.

110. On various occasions, and in further attempt to refute chargebacks filed by consumers with their credit card companies regarding monies paid to the THS Defendants, the THS Defendants provided the inquiring party a copy of the complaining consumer's IP address which was allegedly collected at the time of the transaction to show the consumer consented to the Terms and Conditions of the Service Contracts and authorized the subsequent charge.

111. However, upon information and belief, one or more of the IP addresses provided to refute a chargeback traced back to the THS Group, LLC's own address, rather than the address of the allegedly consenting consumer.

112. The THS Defendants provide other false and/or misleading information to further refute chargebacks and frustrate consumers' ability to avoid incurring future charges for Service Contracts that had been cancelled or services that were never provided.

Lack of Service Contractors Qualified, Available and Willing to Work with THS

113. On multiple occasions consumers placed claims for service and then waited for several weeks before they were able to get in touch with a Service Contractor approved by the THS Defendants, if they were assigned a Service Contractor to begin with.

114. In certain instances, consumers were forced to go days, weeks or even months without essential appliances such as heaters, air conditioning units, and refrigerators while the THS Defendants attempted to locate a Service Contractor who was able, willing, and/or qualified to service the consumer's claim.

115. One consumer reported that the THS Defendants represented that they made phone calls to eleven (11) different technicians to service a furnace claim, none of which responded. However, when the consumer began making phone calls himself after waiting over a week and a half to hear from the THS Defendants, the consumer had no difficulty finding a technician to service his claim. The consumer then called the THS Defendants to ask the names of the 11 companies they allegedly contacted but was told such information could not be provided.

116. In at least one instance, despite the fact that the consumer specifically asked a THS representative if the company had certain types of Service Contractors in his service area

and received verbal confirmation of same, another THS representative later advised this consumer (who had already enrolled and made monthly payments based on Defendants' representations) that in fact THS did not have any Service Contractors in the consumer's service area.

117. In another instance, a senior citizen consumer who was solicited over the phone by the THS Defendants was specifically assured that the THS Defendants had multiple contractors in her service area and that response times were quick, only to find that the THS Defendants did not have local vendors with availability when she attempted to place a claim.

118. In certain instances when the THS Defendants were unable to locate a Service Contractor who could service a consumer's claim, they requested the consumer arrange for their own contractor and then submit a "claim reimbursement form" which stated authorized reimbursement would be made within 30 days. *A true and correct copy of the THS Defendants' "claim reimbursement form" is attached hereto and incorporated herein as Exhibit "H."*

119. In one or more instances where the THS Defendants were able to assign a Service Contractor to a consumer's claim, the consumer would receive an email saying "Your Claim Has Been Assigned to a Contractor." This e-mail instructed the consumer to contact the assigned contractor to schedule an appointment. *A redacted and exemplary copy of the THS Defendants' "Your Claim Has Been Assigned to a Contractor" email to a consumer is attached hereto and incorporated herein as Exhibit "I."*

120. However, on one or more occasions the Service Contractors the THS Defendants assigned to consumer claims were (a) not licensed or otherwise qualified to perform the inspection or repair work; (b) failed to respond to the service assignment and/or the consumer's attempt to schedule an appointment; (c) refused to do business with the THS Defendants; and/or

(d) did not service the location of the consumer's residence.

121. For example, one consumer reported that the THS Defendants unsuccessfully attempted to assign four different Service Contractors for his microwave claim, one of which lived over 100 miles away from the consumer's residence.

122. Multiple Service Contractors assigned by the THS Defendants to service consumer claims refused to do business with THS because they had not been paid in the past.

123. Other consumers reported that the Service Contractors assigned to their claims showed up for service visits without any tools or equipment, were otherwise entirely unqualified to inspect or diagnosis the failure at issue, or actually worsened the problem or issue they were assigned to repair.

124. For example, after a consumer placed a claim for her refrigerator, the THS Defendants assigned a Service Contractor that appeared in an unmarked sports car without any equipment other than a clipboard, pulled the refrigerator from the wall, visually inspected some components, and said he could not find any reason for why the refrigerator was not cooling properly.

125. Another consumer reported that even after they called the THS Defendants to complain that the Service Contractor initially assigned to their claim was non-responsive, not qualified, unprofessional and/or incompetent, the THS Defendants later attempted to re-assign that very same Service Contractor to service the same or a later claim.

126. The THS Defendants have assigned one or more claims to Service Contractors without verifying that the Service Contractor was licensed and/or insured.

127. At times, the THS Defendants have cold called technicians in attempt to expand their service network in one or more areas that they had already enrolled consumers in for

coverage.

Misrepresenting Service Contractor Diagnoses to Deny Covered Claims

128. Upon information and belief, the THS Defendants standard business practice when a Service Contractor is assigned to a claim is to have the Contractor visit the consumer's property, inspect the appliance and/or system at issue, and then call to report the diagnosis and obtain authorization to proceed with repairs.

129. However, upon information and belief, in certain instances if the cost of a certain repair is under a pre-set limit, the diagnosing Service Contractor may not need to call the THS Defendants for authorization.

130. Upon information and belief, in certain instances, including when the cost to repair and/or replace the system and/or appliance is great, the THS Defendants will require the Service Contractor to provide one or more photographs of the consumer's system and/or appliance.

131. Upon information and belief, in certain instances, including when the cost to repair and/or replace the system and/or appliance is great, the THS Defendants will ask the Service Contractor a host of questions that are not related to the initial diagnosis in attempt to find a basis to deny the claim.

132. In fact, at least one technician informed a consumer that when he called the THS Defendants to report the consumer's furnace failed because of age, the THS Defendants' representative tried to get him to state or imply the consumer's unit's failure was due to neglect by asking the question upfront and then, when the technician was adamant the unit did not fail due to neglect, by asking a host of other indirect questions regarding neglect to manufacture a basis for denial when none existed.

133. One or more of the telephone calls between technicians who service consumer claims and the THS Defendants have been recorded, per the disclosure provided at the onset of the call by the THS Defendants.

134. Upon information and belief, the THS Defendants standard business practice when denying a claim is to send a consumer an email requesting the consumer call THS regarding their claim.

135. On more than one occasion, the THS Defendants have refused to memorialize the reason given over the phone as to why a consumer's claim was denied.

136. On one or more occasions, the THS Defendants have misrepresented a Service Contractor's findings when discussing the denial with a consumer over the phone to justify denying what otherwise would be a covered claim.

137. For example, in at least one instance when the Service Contractor assigned by the THS Defendants called in a diagnosis entirely unrelated to "lack of maintenance," a THS employee nevertheless told the consumer the assigned Contractor determined the failure was due to "lack of maintenance" and therefore the claim was not covered.

138. By way of further example, after a Service Contractor advised the THS Defendants that a consumer's dryer had a faulty motor which needed to be replaced, the THS agent told the Contractor, over speaker phone, to call back with a better diagnosis. When the Contractor responded that he tested the amp voltage which revealed continuing to run the dryer would present a fire hazard, the THS agent said the diagnosis was still insufficient. The THS agent later told the consumer that the Contractor reported "lint in the area," and therefore THS determined the failure to be from lack of maintenance. The consumer reported that she spoke to the Contractor who stated that any lint present was entirely normal and could not have been the

cause of the problem experienced.⁶

139. More than one consumer has reported that the THS Defendants have stated that an assigned Service Contractor opined that a component of an air-conditioning unit at issue “shorted to the ground,” rendering any damage experienced secondary and therefore excluded, despite the fact that the Service Contractor informed the consumer no such opinion was ever provided.

140. In one or more other instances, the THS Defendants would provide one reason for denying a consumer’s claim over the phone to the consumer but would then provide a completely different reason when and if the consumer filed a complaint with a third party which requested a written response from the THS Defendants.

Improper Denials for “Lack of Maintenance”

141. In certain instances the THS Defendants have denied consumer claims for “lack of maintenance,” despite the fact that there was no basis to opine that the system and/or appliance at issue lacked maintenance.

142. For example, on at least one occasion, and despite the fact that the Contractor assigned by THS to service a consumer’s claim reported that the unit at issue was well maintained, the THS Defendants still denied the consumer’s claim for lack of maintenance.

143. In another instance, the THS Defendants actually denied a consumer’s refrigerator claim for lack of maintenance because “home owners are required to vacuum dust from bottom of refrigerator to prevent failure.”

144. Moreover, at least one consumer reported that their Service Contractor warned the consumer that THS seemed to be looking for a reason to deny a claim after the agent attempted to make the Contractor state the failure was caused by lack of maintenance and/or neglect, which

⁶ After this consumer filed a third party complaint, the THS Defendants changed their initial offer of a \$100.00 “goodwill” payment to a full policy refund, which the consumer accepted.

the Contractor refused to do.

Baseless Denials for "Pre-Existing Conditions"

145. On one or more occasions when the very Contractor who was assigned by THS and provided a diagnosis other than "lack of maintenance" actually called or wrote to the THS Defendants in an attempt to explain why the failure/problem observed was not attributable to lack of maintenance, the THS Defendants refused to accept the information provided by the Contractor and/or found another basis for the denial.

146. On several occasions the THS Defendants denied claims that originated after the thirty day grace period but within the first month or two of coverage as "preexisting conditions" because "such failure could not have occurred during the contract term," despite the fact that no such information was provided by the Service Contractor.

147. For example, the THS Defendants initially attempted to deny a consumer's refrigerator claim by stating their "Authorizations team" determined the failure was pre-existing as the policy was 11 days old and therefore the unit did not enter the policy in proper working order.

148. In another instance, the THS Defendants denied another consumer's refrigerator claim explaining that their Authorizations team determined the unit had multiple component failures, and because the consumer's policy had only been in effect for one month, the Authorizations team determined the unit did not enter the policy in proper working order.

Improperly Relying on Photographs to Deny Covered Claims

149. Upon information and belief, in certain instances the THS Defendants' request for one or more photographs of the appliance and/or system at issue as part of the "authorization process" is merely another tactic used by THS to delay the authorization process and/or provide

a basis for denying coverage.

150. Upon information and belief, in certain instances the THS Defendants deny consumer claims based on their own Authorizations team's review of one or more photographs of that system and/or appliance, regardless of whether you can even see the specific part or system that the inspecting Service Contractor believes caused the system and/or appliance to malfunction from the actual photograph.

151. In certain instances the THS Defendants would tell a consumer whose claim they denied based on "photographic evidence" that the consumer could pay out-of-pocket to get a second opinion and submit it for further review.

152. More than one consumer reported that even when both the Service Contractor assigned by the THS Defendants *and* the technician that they paid for a second opinion reached similar conclusions as to why the cause of the issue was a covered condition, the THS Defendants still refused to cover the claim and based the denial of coverage on photographs of the unit.

153. For example, after a technician informed the THS Defendants that a consumer's heating unit had a defective fan motor due to wear and tear, the THS Defendants requested the Service Contractor submit photographs of the motor. After reviewing the pictures submitted by the Contractor, the THS Defendants said the photographs submitted showed dirt and therefore the claim was not covered because "when the unit is dirty it will cause the motor to overheat and fail." Despite the fact that the consumer retained an independent technician who also opined that the failure was due to wear and tear, the THS Defendants' continued to base their denial on a photograph which allegedly depicted dirt.

154. In certain instances, the THS Defendants request photographs from the inspecting

technician after the technician leaves the consumer's residence, requiring the consumer to pay the technician for an additional service visit and/or needlessly delaying the determination regarding coverage.

155. By way of example, after the THS Defendants denied a consumer's claim due to "lack of maintenance" over the objection of the Service Contractor they assigned who provided a detailed diagnosis entirely unrelated to lack of maintenance, the consumer obtained a second opinion from another company. The second technician called the diagnosis, which was similar to the diagnosis of the first technician, into the THS Defendants' "Authorization Unit." After the second technician left the consumer's premises, the THS Defendants requested the second technician perform another service visit for the sole purpose of taking additional pictures of the unit, which would then be compared to the pictures taken by the first Service Contractor.

Providing a Host of Ever Shifting Reasons to Deny Claims and Making the Claims Process Intentionally Frustrating and Unduly Burdensome

156. On one or more occasions the THS Defendants have provided a host of shifting reasons or engaged in other deceptive conduct in attempt to justify denying one or more covered claims.

157. For example, after one particular consumer informed the THS Defendants that denial of his claim due to rust was impossible given that the pipe at issue was made from PVC, the THS Defendants provided additional reasons for the denial before eventually offering the policy maximum for plumbing.

158. In other instances when the consumer and/or the diagnosing technician challenge a denial based on "lack of maintenance," the THS Defendants instead deny the claim as a "pre-existing condition," stating that the problem could have not arisen during the short duration of the Service Contract and therefore it must have been an unknown pre-existing condition.

159. Upon information and belief, in certain instances the THS Defendants will attempt to require a consumer to pay out-of-pocket for additional tests, regardless of the necessity or relevance of said test, solely to use the failure to authorize the test as a ground for denial.

160. In these instances the THS Defendants will require consumers to pay anywhere from one hundred to roughly three hundred dollars for certain “diagnostic” tests which are *not covered* under Defendants’ Service Contracts in order to determine if the system and/or appliance at issue is “covered” under the Service Contract.

161. On more than one occasion, the THS Defendants have attempted to deny coverage for failure to authorize a diagnostic “leak” test even when the assigned Service Contractor opined that the test was either unnecessary or not possible.

162. Upon information and belief, in certain instances even when the consumer pays out-of-pocket for additional tests per the THS Defendants’ instructions, the THS Defendants still attempt to deny the consumers’ claims for reasons that have nothing to do with the result of the leak tests themselves, such as “unknown preexisting condition” or “lack of maintenance.”⁷

163. In more than one instance, the THS Defendants attempted to deny a consumer’s claim when the technician was unable to identify the serial number of the part or appliance at issue, despite the fact that the reason the serial number was illegible was allegedly due to wear and tear which was covered under the Service Contract.

164. Moreover, Defendant David Seruya uses one or more aliases when speaking to consumers and when conducting business on behalf of the THS Defendants and, upon information and belief, has also instructed one or more THS employees to give aliases or limited

⁷ In at least one such instance, and after much back and forth, the THS Defendants eventually offered one particular consumer the option to cancel the policy for a refund after the consumer fought back against the THS Defendants’ denial.

information to consumers, in a concerted effort to frustrate the customer service experience and avoid accountability.

165. For example, multiple consumers reported that they were placed on hold for unreasonably long periods of time and transferred to multiple different THS employees, none of whom would provide their last name, when they called to place a claim or check the status of an existing claim.

166. At least one consumer reported that after months of trying to get in touch with someone at THS, an employee who would only identify himself as “Lucky Seven” assured the consumer that he took care of all problems that needed to be resolved, that he would send the consumer a reimbursement check, and that the consumer could follow up by calling the THS hotline and asking for “Lucky Seven.”

167. When this consumer did not receive his reimbursement check and called THS’ hotline asking for “Lucky Seven,” no one seemed to know who he was referring to.

168. Upon information and belief, in certain instances the THS Defendants intentionally placed consumers and diagnosing technicians on hold for long periods of time and/or transferred calls from person to person in an effort to make the claims process inefficient and time-consuming.

169. Upon information and belief, in certain instances, the THS Defendants intentionally delay the claim authorization process in hopes that a consumer will give up and pay-out-of-pocket for the repair work and/or part.

Inadequate “Buy Out” Offers to Avoid the Repair and/or Replacement of Systems and/or Appliances

170. Even if an appliance or system is covered, the THS Defendants often rely on highlighted text buried within clauses like the ones set forth below to offer the consumer a

fraction of the actual cost for repair or replacement of the system or appliance:

I. Electrical System

COVERED: All components and parts, except:

NOT COVERED: Attic exhaust fans; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; fire, carbon monoxide alarm and/or detection systems; batteries; intercom or speaker systems; doorbells; multi-media systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; service entrance cables; telephone systems; telephone wiring; cable wiring; alarm and/or security systems and wiring; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; solar power systems and panels; all solar components and parts; energy management systems; commercial grade equipment; auxiliary or sub-panels; bus bars; broken and/or severed wires; rerunning of new wiring for broken wires; wire tracing; central vacuum systems. Failures and conditions caused by inadequate wiring capacity, inadequate size breakers, circuit overload, power failure/shortage or surge, and corrosion are not covered. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

See Exhibit "G."

171. In certain instances where the component part of a system fails and/or is discontinued and/or is irreparable and/or is expensive, the THS Defendants refuse to replace the system and/or appliance, and instead offer a "buy out" pursuant to the following provision:

V. We reserve the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which at times may be less than retail, to repair or replace any covered system, component or appliance.

See Exhibit "G."

172. For example, relying on the above provision, the THS Defendants offered a consumer with a broken dishwasher \$200.00 to "buyout the unit as per policy" because "with multiple component failures and the age, the unit was not worth the repair."

173. Another consumer was offered a \$400.00 buyout for her refrigerator claim because the unit was 13 years old and the THS Defendants' authorization team "determined the unit was not worth the repair."

174. Another consumer reported that the THS Defendants told her they would offer her a \$400.00 "buy out" for her refrigerator claim because the part that needed to be replaced was "too expensive to warrant the repair." This same consumer was later offered a \$400.00 "buy out" for her oven, a similar model of which retailed for about \$1,699.00, after the THS Defendants reported that the part necessary to repair the consumer's oven was unavailable.

175. Another consumer was offered \$150.00 for her refrigerator claim because the defective part was no longer available due to the age of the unit.

176. Upon information and belief, in certain instances where a consumer refuses the “buy out” option, the consumer will be given the option of locating the part on their own and submitting a receipt for reimbursement.

177. Upon information and belief, in one or more instances the THS Defendants have refused to timely provide reimbursements to consumers who paid out of pocket to order the part(s) that the Defendants previously told the consumer to submit for reimbursement.

Wrongfully Denying Claims and then Offering a “Goodwill” Payment with a Release in Attempt to Silence Consumers and/or Impede Investigations

178. In certain instances after the THS Defendants deny consumer claims, they will later offer the consumer a “goodwill” payment if the consumer executes a release. *A redacted copy of the THS Defendants’ “Release Agreement” is attached hereto and incorporated herein as Exhibit “J.”*

179. Upon information and belief, the THS Defendants sometimes offer “goodwill” payments when a consumer continues to challenge a denied claim.

180. For example, when a technician diagnosing a malfunctioning air condition unit advised the THS Defendants it would cost approximately \$2,200.00 to replace a rusted coil or \$9,000.00 to replace the unit, the THS Defendants offered the consumer \$300.00, which was increased to \$400.00, as a gesture of “goodwill” because, despite the technician’s belief that the coil malfunction is common and cannot be prevented with any type of yearly maintenance, the THS Defendants determined that the failure was excluded from coverage.

181. By way of further example, when a consumer’s first claim for her oven was approved but two weeks after the service visit the same issue arose, the THS Defendants later

denied her claim by referencing pictures showing “grease” in the oven. When the consumer questioned why the claim was approved during the first visit, but not after the second visit despite the fact that the issue was never fixed, the THS Defendants offered the consumer \$100 as a “goodwill” payment “to put towards the repair/replacement.”

182. In one particular instance, a consumer reported that even though the Service Contractor identified the problem with his refrigerator and opined the unit was not worth repair, because the Service Contractor could not discern the serial number of the part at issue due to age of the part, the THS Defendants refused to repair or replace the refrigerator and instead offered 100.00 “goodwill” payment, which was increased to \$200.00.

183. The THS Defendants sometimes offer consumers “goodwill” payments conditioned upon a release with a non-disclosure clause, which, upon information and belief, is an attempt to silence consumers who file complaints with third parties such as State Attorneys General or the BBB.

184. Though it is the Commonwealth’s position that the aforementioned clause is void to the extent it prohibits consumers from discussing their experience with the THS Defendants with law enforcement, one or more consumers have advised the Commonwealth that they cannot provide further information about their claim or complaint for fear that cooperating with law enforcement or providing information as part of an investigation would be deemed a violation of the non-disclosure clause.

Providing False and Misleading Information to Consumers Who Attempt to
Cancel Their Contracts

185. Upon information and belief, the majority of the THS Defendants’ Service Contracts provide the following regarding the cancellation policy:

XII. CANCELLATION

A. This Agreement may be cancelled by THP for the following reasons: (i) nonpayment of Agreement fees or other breach of this Agreement by the customer; (ii) nonpayment of Trade Service Call Fee, as stated in section IV; (iii) fraud or misrepresentation by the customer and/or customer representative of facts material to THP's issuance of this Agreement; or (iv) a change in laws or regulations that has a material effect on the business of THP or THP's ability to fulfill its obligations under this Agreement.

B. You may cancel this Agreement within the first thirty (30) days of the order date for a full refund of the paid contract fees, less any service costs incurred by us.

C. Mutual agreement of us and you. If this Agreement is canceled after thirty (30) days, you shall be entitled to a pro rata refund at the standard contract fee rate for the unexpired term, less a \$50 administrative fee and any service costs incurred by us. If we have provided services and the amount of the service costs incurred by us is greater than the contract fees paid, then no refund will be due to you. All cancellation requests must be submitted in writing.

See Exhibit "J."

186. However, on more than one occasion when a consumer has called to cancel their Service Contract with the THS Defendants, a THS representative has misstated the cancellation policy, provided false information, and/or made the cancellation process unnecessarily difficult.

187. For example, a consumer who tried to cancel his policy after he was forced to go through the "reimbursement option" twice when the THS Defendants were unable to assign a technician to service two of his claims was told that if he canceled the policy he would need to pay the Defendants back the amount he received via reimbursement.

188. On at least one occasion, a representative of Defendant THS Group actually threatened to put a lien on a consumer's residence and car, and then empty his bank account, when the consumer said he would put a stop payment on his credit card to cancel the contract.

Engaging in Other Deceptive Actions to Reduce Amount of Refunds Owed to Consumers who Cancel Contract

189. One or more customers who attempted to cancel the duration of their Service Contracts after having negative experiences with the THS Defendants were told that, contrary to the stated duration of their contract term, one or more months were "free" and therefore the refund would be divided over fewer months, resulting in reduced refunds.

190. For example, a consumer who had purchased a 42 month policy was informed by the THS Defendants that if he were to cancel his Service Contract, he would receive a pro rata

refund of the unused term for 36 months, because unbeknownst to the consumer (and not stated anywhere on the Contract itself,) the remaining 6 months were “free.”

191. Upon information and belief, the THS Defendants justify various different refund calculation methods by pointing to the fine print in their Contract which states “THP reserves the right to revise this Agreement at any time and you are deemed to be apprised of and bound by any changes to this Agreement.” *See Exhibit “G.”*

192. For example, the THS Defendants advised a consumer who placed a claim for her oven in May of 2018 that they would offer her a \$205.00 “buy out” because the parts necessary for the repair were “unavailable.” The consumer accepted this “buy out” offer and cancelled her Contract the following month. However, when the consumer inquired as to the status of her outstanding payment, she was advised that “any funds are voided once a policy goes into cancelled status.”

193. On one or more occasions, the THS Defendants have refused to issue “buy out” payments that they had already told consumers were in the mail after the consumer cancelled their Contract and/or missed a monthly payment, despite the fact that the missed payment and/or cancellation occurred after the THS Defendants said they had mailed out the payment.

194. On other occasions, the THS Defendants eventually did provide “buy out” payments even after a consumer cancelled, however they refused to provide “goodwill” payments which had already been promised.

195. For example, one consumer reported that after she accepted the THS Defendants’ offer of \$150.00 to resolve her refrigerator claim, she canceled her policy but was never informed that an offer made while the policy was in effect would be retracted once the policy was cancelled. When this consumer disputed the lack of payment, she was told that \$75.00 of

the \$150.00 was for “goodwill”, and that \$75.00 was owed because “the average cost of repair was \$75.00.” Thereafter, she was informed that the THS Defendants would issue a check for the \$75.00 owed, but not the \$75.00 “goodwill” which was offered.

Failure to Otherwise Comply with Written Guarantees

196. In certain instances, the THS Defendants would advise consumers that their “buy out” and/or “goodwill” payments would not be processed for a substantial period of time, and if the consumer canceled the Service Contract prior to having received payment, the payment would be voided, thereby forcing the consumer to pay for additional months of coverage.

197. For example, on or around October 30, 2019, one consumer was advised she would receive a \$200.00 “goodwill” payment toward her non-covered air-conditioning claim within six to eight weeks, however, if she stopped making monthly payments prior to receiving the payment, her check would be cancelled. This consumer did not receive her check until approximately January 27, 2020.

198. For example, one consumer who was owed approximately \$300.00 via the “reimbursement option” was told his payment would not be processed for 6 – 8 weeks, and that he needed to continue to make his monthly payments of around \$45.00 per month in order to receive the \$300.00 reimbursement.

199. In other instances, consumers received claim reimbursement forms stating their payment would be provided within 30 days, only to find that no such payment was provided within that frame.

200. To date, over 80 complaints have been filed with the Pennsylvania Office of Attorney General, Bureau of Consumer Protection (hereinafter “Bureau of Consumer Protection”) and over 680 complaints have been filed with the Better Business Bureau regarding

the THS Defendants' unfair and deceptive acts and practices. Examples of consumer complaints filed with the Bureau of Consumer Protection include, but are not limited to, the following:

- (a) A senior citizen consumer from Bucks County Pennsylvania purchased a Service Contract from the THS Defendants in February of 2017 for \$1,499.75. When she placed a claim for her garage door, the THS Defendants attempted to assign two different Service Contractors, neither of which agreed to accept the claim. The consumer was then told to find her own technician and submit the receipt for reimbursement. While the consumer's technician was at the consumer's house to diagnose the garage door claim, he contacted the THS Defendants and received verbal authorization for \$429.00 to purchase the parts necessary and complete the repair. When the consumer submitted the paperwork for reimbursement, however, she did not hear anything from THS. She then called THS, and was informed that she would only be reimbursed \$250.00. She said the THS representative put her on hold, confirmed that a THS representative authorized reimbursement for \$429.00 to the consumer's technician, and then said even though they were able to confirm this authorization was given, the maximum reimbursement would be \$250.00.
- (b) A senior citizen consumer from Allegheny County Pennsylvania purchased a Service Contract from the THS Defendants for approximately \$600.00 in the end of February of 2018. On April 2, 2018, the consumer reported his Refrigerator Ice Maker stopped working the previous day. The technician who was initially assigned to service the consumer's claim (Technician #1) did not visit the consumer's property for two weeks after the consumer first placed the claim. Technician #1 spent over an hour on the phone with the Defendants attempting to obtain approval to commence with the necessary repairs to no avail. He said he would call the consumer back after he was able to reach Defendants. After waiting a week to hear back from Technician #1, the consumer called THS and another technician was assigned to the consumer's claim (Technician #2). Technician #2 visited the consumer's house a few days later. He too spent hours on the phone attempting to contact the THS Defendants, and left after telling the consumer he would be in touch if he received approval from THS to commence with the repair work. The consumer never heard from Technician #2 again. When the consumer called the THS Defendants, they re-assigned Technician #1 despite the fact he never responded to the consumer's phone calls. THS eventually assigned a third technician (Technician #3) to come and service the consumer's claim. The THS Defendants refused to approve the parts and labor requested by Technician #3, and said they would call the consumer and/or Technician #3 later that evening. After not receiving a phone call, the consumer called THS the following day, during which his call was disconnected four times. The consumer was transferred from person to person, one of whom stated that

“David Johnson” was the CEO of THS. After the consumer’s claim was denied, he filed a complaint and was advised that the THS authorization team determined that the “failure” was pre-existing because the policy was 11 days old, the unit did not enter the policy in proper working order, and that the policy did not cover secondary damage.

(c) A consumer from Bucks County Pennsylvania purchased a Service Contract from the THS Defendants in early August of 2018 pursuant to which he made monthly payments of around \$45.00. The numerous exclusions or the fine terms of the Service Contract were not explained to the consumer at the time of purchase. The consumer later filed a claim for his refrigerator and a Service Contractor was assigned to his claim. The Service Contractor came to the consumer’s residence, ran diagnostic tests, collected a service fee, and said he would submit the paperwork for the THS Defendants for approval. After a few days went by, the consumer called THS and was told THS would not pay for the repairs, but would offer a “buy out” of \$300.00 for the refrigerator which would arrive in 6-8 weeks. The consumer was advised that if he failed to make his monthly payments during the 6-8 week period during which the check would be processed, then the check would be canceled and he would not be entitled to any reimbursement. The consumer attempted to appeal the judgment through the THS Defendants’ internal appeal process, during which he was transferred to another representative who rejected the appeal. Unsatisfied, the consumer posted a negative review online but continued to make monthly payments in anticipation of his reimbursement check. After the 6-8 week period passed, the consumer called the THS Defendants to check the status of his check and was advised that because he posted a negative review about the company he wouldn’t receive the check. The THS Defendants informed the consumer that the only way he could receive his check was if he removed the online posting or otherwise indicated his issue had been resolved. Approximately six weeks after doing this, the consumer received his check from THS and then canceled his Service Contract.

(d) A consumer from Columbia County Pennsylvania purchased a Service Contract from the THS Defendants in June of 2018 after asking the THS representative if THS had technicians in his service area. Pursuant to his Service Contract, this consumer made monthly payments of approximately \$56.24. When the consumer went to submit a claim for his septic tank three months later, he waited three weeks before the THS Defendants were able to assign a technician to his claim. When the consumer contacted the technician assigned by THS to schedule a service visit, he was informed the technician did not work with THS. After speaking to this technician, the consumer called THS back and learned his claim had been marked as “closed.” After arguing that the claim was indeed not “closed”, the consumer was then told he could contact his own

technician to diagnose the failure and submit the technician's report for possible reimbursement. The consumer arranged for his own technician to service the claim and submitted a form for reimbursement of around \$200.00, which the THS Defendants paid by check. When this consumer later tried to place a claim for a different issue, he was again advised THS had no contractors in his area, at which time he requested to cancel his Service Contract. In response to the consumer's request to cancel the contract, a THS representative told the consumer that if he canceled he would have to pay THS back the reimbursement he received from the septic claim. When the consumer stated that the policy did not require him to pay THS when he canceled the Service Contract and said he would put a stop on his bank account, the THS representative threatened to put a lien on the consumers house and car and empty his bank account.

(e) A senior citizen consumer from New Jersey received an unsolicited phone call from the THS Defendants regarding their Service Contracts in November of 2018. After listening to the THS representative's representations regarding coverage, the consumer decided to enroll in two six year THS Service Contracts for \$3,600.00 that were to begin in January 2019, after the consumer's current home warranty plans expired. The consumer asked for a copy of the Service Contract over the phone, prior to providing his credit card information, and was advised he would receive an electronic copy of the Service Contract later that day, and would receive a hard copy by mail within a week. After the consumer did not receive an electronic copy of the Service Contract that evening, he attempted to call back the number he received the solicitation phone call from to no avail. Unable to reach the THS Defendants, the consumer contacted his credit card company to dispute the charge. During the charge dispute process, the THS Defendants challenged the chargeback, stating that the consumer enrolled in a service contract online and providing a copy of a contract which had a signature purportedly signed by the consumer along with an IP address that traced back to the THS Defendant's own location. When the consumer was informed of the THS Defendants response to the chargeback, he saw the Service Contract and the e-signature for the first time. The THS Defendants continued to dispute the chargeback by denying that the consumer ever cancelled the Service Contract.

(f) A senior citizen consumer from Indiana purchased a Service Contract from the THS Defendants in August of 2017 for approximately \$474.00. After an air-conditioning claim was placed on June 24, 2019 and the THS Defendants spent 72 hours attempting to find a technician who could service the claim, the consumer was told it could take up to a month for the THS Defendants to assign a technician. Given that it was 90 degrees out, the consumer received permission to find his own technician and then call back with the diagnosis. The consumer's technician

determined that the variable blower motor went bad and it would cost about \$2,279.00 to repair the unit. When this was reported to the THS Defendants, the consumer was told they would only allow \$205.00 for the repair. After the consumer refused to accept this response, the THS Defendants suggested the consumer pay another technician to come out and give a second opinion. The consumer paid another technician to come inspect the unit. The second technician also opined that the variable motor had gone bad, and said that he could repair the unit for \$1,350.00. Even after receiving the second diagnosis, the THS Defendants refused to offer more than \$205.00 for the consumer's air-conditioning claim.

(g) A senior citizen consumer from Alabama purchased a Service Contract from the THS Defendants in August of 2017 for approximately \$510.00. On or around October of 2017, the consumer reported that he had been waiting over four weeks for the THS Defendants to arrange for a technician to service his washer machine. When the consumer requested to cancel the Service Contract, he was informed there would be a \$99.00 cancellation fee. The consumer never received the paperwork to request formal cancellation, and his phone calls to the THS Defendants went unanswered. Despite the above, the consumer's credit card was charged \$410.00 by THS in September and October of 2017, without the consumer's permission.⁸

(h) A senior citizen from California purchased a Service Contract from the THS Defendants in August of 2018 for \$1,121.40. When the consumer placed a claim for his air-conditioning unit in June of 2019, the THS Defendants assigned a technician who inspected the unit, told the consumer a \$475.00 leak test was required, and then failed to appear for the leak test appointment. The consumer stated he then found his own technician who did the leak test and informed the THS Defendants that the leak came from the condenser due to normal wear and tear and the unit needed to be replaced. After this diagnosis was reported to the THS Defendants, an "Ashley" from THS contacted the consumer and told him the claim was not covered due to rust and corrosion. The consumer responded that the unit was six years old and did not have any rust or corrosion, and asked Ashley how the determination was made. Ashley explained that the "technical department" made the decision. The consumer was told it was not possible to speak to the "technical department" and that the decision was final. Despite asking for a written denial, the consumer never received one. He then sent a letter to the mediation department setting forth the above facts along with pictures and videos of the unit and the \$4,100.00 estimate he received from the technician for the repair. After filing a third party complaint, he received a \$150.00 "goodwill" payment and a pro-rated refund of his policy.

⁸ After this consumer filed a third party complaint against the THS Defendants, the matter was resolved.

201. The Commonwealth believes and therefore avers, that there are consumers who have not filed complaints with the Bureau of Consumer Protection, and who have also been harmed due to the methods, acts and practices of Defendant David Seruya, Defendant Ronald Seruya and Defendant THS Group which include, but are not limited to, those as alleged herein.

COUNT I – VIOLATIONS OF THE CONSUMER PROTECTION LAW

**THE THS DEFENDANTS' FALSE AND MISLEADING ADVERTISEMENTS,
PROMOTIONAL MATERIALS AND STATEMENTS**

202. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

203. The THS Defendants solicited consumers for their home warranty business primarily by telephone, advertising on their website <https://www.totalhomeprotection.com/>, and by providing promotional materials including, but not limited to, the flyers and brochures referenced above.

204. As alleged above, the representations set forth on the THS Defendants' website and/or in their written promotional materials were false and misleading in numerous aspects, including but not limited to:

- a) Representing that they offer "comprehensive warranty plans" when they actually provided Service Contracts laden with substantial hidden exclusions;
- b) Representing that a home warranty "may also be referred to as appliance insurance, home service contract, or an appliance warranty" when the very bottom of the THS Defendants' website states "THP offers Service Contracts which are not warranties.";
- c) Representing that the Service Contract would cover "repair or replacement of covered items," when in certain instances the THS Defendants offered cash back in lieu of repair or replacement in the amount of their actual cost;
- d) Representing access to a "licensed, pre-screened and insured

technicians” when in certain instances no such access existed;

- e) Representing that their service agreement provided coverage “regardless of age, make or model” when in certain instances claims were denied and/or payments were reduced due to the age, make and/or model of the appliance at issue;
- f) Representing that their warranties allowed consumers to never worry about the high cost of repairing or replacing certain appliances or systems when certain claims involving high cost systems or appliances were improperly denied;
- g) Representing that their warranties could protect families from unforeseen costly household repair bills when the repair costs for numerous claims were denied due to “unknown pre-existing conditions”;
- h) Representing that their Service Contracts were perfect solutions for homeowners who did not want to search the internet for a trusted repair person when in certain instances and after placing claims consumers were advised to find their own repair persons and submit the invoice for reimbursement;
- i) Representing that “there is no limit on the number of times you can request service” when there were coverage maximums for certain categories of claim types; and
- j) Representing that consumers could get a full refund within thirty days from the date of purchase when in certain instances the THS Defendants did not provide a consumer with a copy of the policy in time to allow for cancellation within thirty days or otherwise refused cancellation.

205. In their own brochure, the THS Defendants advertised that “A Total Home Protection home warranty allows you to never worry about the high cost of repairing or replacing your home’s covered appliances or mechanical systems that fail due to normal wear & tear.” *See Exhibit “H.”*

206. The THS Defendants’ brochure goes on to represent that, based on estimated retail ranges of typical appliance replacement costs and taking into account repair and replacement data from nationwide independent contractors, typical repair and replacement for

the following appliances and systems are as follows:

- Air Conditioner - Typical Repair: \$500 / Typical Replacement: \$3,500
- Refrigerator – Typical Repair: \$350 / Typical Replacement: \$1,300
- Washer & Dryer – Typical Repair: \$400 / Typical Replacement: \$1,350

See Exhibit “E.”

207. Despite the above advertisements, however, the THS Defendants’ utilized Service Contracts that provided maximum caps for various appliances, enabled the THS Defendants to offer cash back in lieu of repair or replacement of a system or appliance in an amount which was often less than the actual cost of repair or replacement, and provided that the THS Defendants’ liability would not exceed \$1,500 per contract term for access, diagnosis, repair and/or replacement.

208. In addition to the THS Defendants’ written misrepresentations, the THS Defendants also made verbal misrepresentations to consumers about the benefits and terms of the coverage provided by the Service Contracts as alleged above herein.

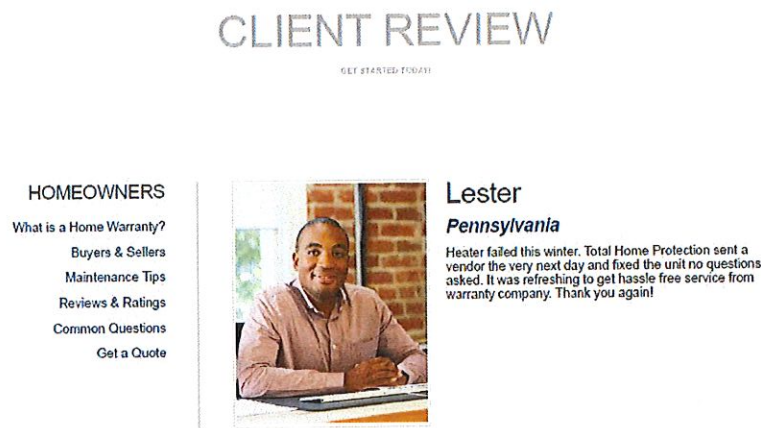
209. The THS Defendants failed to sufficiently disclose these limitations to consumers and deceptively caused confusion and misunderstanding by misrepresenting, or at the very least implying and misleading consumers to believe, that the Service Contracts covered more than they did.

222. Moreover, the THS Defendants purported to display testimonials from consumers online on their website at <https://www.totalhomeprotection.com/homeowners-reviews-and-ratings>.

223. When a consumer goes to the “Home Warranty Reviews” tab on the bottom of the THS Defendants’ website, they see testimonials associated with individuals identified by name,

state and photograph.

224. For example, the THS Defendants' website displays the following information regarding "Lester" from Pennsylvania's testimonial:



See Exhibit "D."

225. However, upon information and belief, one or more of the testimonials displayed on the THS Defendants' website are false.

226. For example, the picture of "Lester" from Pennsylvania referred to above is actually an image available for purchase from istockphoto.com.

227. Upon information and belief, by displaying testimonials from consumer scattered throughout the country regarding the benefits of the THS Defendants' Service Contracts, the THS Defendants falsely induced consumers to enroll in a Service Contract and thereby profited from their deceptive conduct.

228. The inconspicuously displayed disclaimer at the bottom of the THS Defendants website does not cure the misrepresentation that exists by placing a stock image of an individual next to a quote.

229. Upon information and belief, the THS Defendants also directed and/or approved of the posting of fake testimonials on other third party websites.

230. The misrepresentations of the THS Defendants were intentional, and the consumers relied upon the misrepresentations of the THS Defendants to their detriment. Such consumers suffered harm as a direct result of the THS Defendants' misrepresentations.

210. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- b. Section 201-2(4)(ix) Advertising goods or services with intent not to sell them as advertised; and
- c. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (ix), and (xxi).

211. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the THS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each willful violation of said

Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

212. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the THS Defendants as herein set forth, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

- A. Declaring the THS Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law;
- B. Directing THS Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;
- C. Permanently enjoining the THS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:
 - i. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they

do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

- ii. Section 201-2(4)(ix) Advertising goods or services with intent not to sell them as advertised; and
- iii. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

D. Directing the THS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

E. Permanently enjoining the THS Defendants in any capacity, from engaging in trade or commerce which involves in any way engaging in any type of warranty, service contract, insurance, or sales business, including but not limited to the sale, provision, administration or offering of any type of warranty or service contract, within the Commonwealth of Pennsylvania, based in the Commonwealth of Pennsylvania, or to any consumer who resides in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce, and Ordering the THS Defendants to forfeit their right or franchise to engage in such trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

F. Requiring the THS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

G. Directing the THS Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such further relief as this Court may deem appropriate.

COUNT II – VIOLATIONS OF THE CONSUMER PROTECTION LAW

THE THS DEFENDANTS' FAILURE TO ARRANGE FOR CLAIMS TO BE SERVICED AS PROMISED AND IN ACCORDANCE WITH THE WRITTEN GUARANTEE

213. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

214. The THS Defendants received anywhere from a few hundred to a few thousand dollars from hundreds if not thousands of consumers for one or more home warranty Service Contracts and, on many occasions, failed to timely provide any such services for consumers despite their obligations to do so.

215. The majority of the THS Defendants' Service Contracts obligated THS to "pay the covered costs to repair and replace the items listed as covered on your Agreement Coverage Summary if any such items become inoperable due to mechanical failure caused by normal wear and tear." *See Exhibit "G."*

216. Under these Service Contracts, consumers were required to notify the THS Defendants of "as soon as the malfunction is discovered and prior to the expiration of the Agreement." *See Exhibit "G."*

217. In return, the THS Defendants represented in relevant part that "upon request for

service under normal circumstances,” they would “contact an authorized service contractor within **two (2) days during normal business hours and four (4) days on weekends and holidays**. The authorized Service Contractor will contact you to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make **reasonable efforts to expedite emergency service. . .**” (Emphasis added). *See Exhibit “G.”*

218. The Service Contracts also provided that “if service work performed under this contract should fail, then we will make the necessary repairs without an additional Trade Service Call Free for a period of 90 days on parts and 30 days on labor.” *See Exhibit “G.”*

219. Despite these promises and written guarantees, however, the THS Defendants often failed to assign a Service Contractor to a consumer’s claim and/or assigned a Service Contractor who was unable, unwilling or unqualified to service the consumer’s claim and/or did not make reasonable efforts to expedite emergency service.

220. As such, numerous consumers were not provided with the benefit of having the THS Defendants secure a contractor to complete repair and/or replacement services.

221. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

- b. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- c. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (xiv) and (xxi).

222. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the THS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

223. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the THS Defendants as hereinafter set forth, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring the THS Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Directing the THS Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

C. Permanently enjoining the THS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

1. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
2. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
3. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

D. Directing the THS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer

Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

E. Permanently enjoining the THS Defendants in any capacity, from engaging in trade or commerce which involves in any way engaging in any type of warranty, service contract, insurance or sales business, including but not limited to the sale, provision, administration or offering of any type of warranty or service contract, within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce, and Ordering the Defendants to forfeit their right or franchise to engage in such trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

F. Requiring the THS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

G. Directing the THS Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such further relief as this Court may deem appropriate.

COUNT III- VIOLATIONS OF THE CONSUMER PROTECTION LAW
THE THS DEFENDANTS' BASELESS DENIALS OF COVERED CLAIMS

224. The averments and allegations of the preceding paragraphs are incorporated

herein as if same were fully set forth herein.

225. The THS Defendants received anywhere from a few hundred to a few thousand dollars from hundreds if not thousands of consumers for one or more Service Contracts which were to include the service, repair or replacement of covered appliances and systems in accordance with the Service Contract.

226. Upon information and belief, the THS Defendants regularly denied claims that should have been covered per the terms of the Service Contracts and the THS Defendants' representations.

227. For example, rather than authorizing their dispatched technician to order the parts necessary to repair a consumer's washing machine claim, the THS Defendants instead offered another consumer \$150.00 to put towards a new machine. This consumer, who paid over \$900.00 for her policy and had been without a washing machine for nearly five weeks at this point, was forced to pay \$1,001.73 out-of-pocket to have the unit replaced and installed. The consumer requested a refund of the \$900.00 she paid for the Service Contract or a reimbursement for the \$1,001.73 expense she incurred, in response to which the THS Defendants offered a mere \$180.00.

228. By way of further example, a senior citizen consumer who paid \$1605.00 for a three year Service was offered approximately \$200.00 to replace her oven. When the consumer refused to accept the \$200.00 offer, the THS Defendants increased the offer to \$500.00, which was \$1,500.00 short of the approximately \$2,000.00 the consumer was forced to spend to replace the oven. The THS Defendants later denied this consumer's air-conditioning claim because the "compressor shorted to the ground", offering a \$200.00 "goodwill" payment toward the claim and leaving the consumer to pay over \$2,000.00 to have her air-conditioner replaced.

229. Another senior citizen consumer who had paid nearly \$50.00 a month for her Service Contract beginning in October of 2016 reported that when she placed a claim for her air-conditioning unit in May of 2018, she was given the option of securing her own technician because the THS Defendants did not have an available repairman at the time. The consumer's technician diagnosed the unit with a bad coil and burned relay and called this diagnosis into the THS Defendants along with photographs and text messages. A few days later, the consumer received a voicemail from the THS Defendants advising that though Freon was not covered, the consumer should proceed with the coil and relay repair and send the invoice to the claims department. The consumer followed this direction, and sent an invoice for \$661.80 to the THP Defendants' claims department. The following day, the THS Defendants denied the consumer's claim because she had work done "without authorization."

230. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

1. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
2. Section 201-2(4)(ix) Advertising goods or services with intent not to sell them as advertised;

3. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
4. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (ix), (xiv) and (xxi).

231. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the THS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

232. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the Defendants as hereinafter set forth, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring the THS Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Directing the THS Defendants to make full restitution to all consumers pursuant to Section 201-4.1 of the Consumer Protection Law who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

C. Permanently enjoining the THS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

- a. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- b. Section 201-2(4)(ix) Advertising goods or services with intent not to sell them as advertised;
- c. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- d. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

D. Directing the THS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

E. Permanently enjoining the THS Defendants in any capacity, from engaging in trade or commerce which involves in any way engaging in any type of warranty, service contracts, insurance or sales business, including but not limited to the sale, provision, administration or offering of any type of warranty or service contract, within the Commonwealth of Pennsylvania, based in the Commonwealth of Pennsylvania, or to any consumer who resides within the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce, and Ordering the THS Defendants to forfeit their right or franchise to engage in such trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

F. Requiring the THS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

G. Directing the THS Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such further relief as this Court may deem appropriate.

COUNT IV- VIOLATIONS OF THE CONSUMER PROTECTION LAW

**THE THS DEFENDANTS' FAILURE TO PROVIDE AND/OR ALLOW
CANCELLATIONS IN ACCORDANCE WITH THE WRITTEN GUARANTEE**

233. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

234. As specifically alleged herein above, the THS Defendants failed to allow cancellations of various Service Contracts in accordance with the terms of the Service Contracts or as represented by the THS Defendants.

235. A THS Service Contract can be cancelled within the first thirty (30) days of the order date for a full refund of the paid contract fees, less any service costs incurred by the THS Defendants. *See Exhibit "G."*

236. However, one or more consumers were not provided copies of the Service Contracts within the thirty cancellation period.

237. For example, a consumer who was solicited by the THS Defendants on or around November 3, 2017 for a roughly \$374.25 Service Contract was told that he would receive a hard copy of his Contract in 10-15 days, that the policy would go into effect on December 3, 2017, and that he had thirty days to cancel the Contract if he did not like the terms and conditions. However, the consumer did not receive a copy of the Contract until the end of December 2017, and only then learned about the various exclusions set forth in the fine print. The consumer called the THS Defendants on December 30th but was unable to speak to anybody. He then called again on January 2nd to request cancellation, but was informed that there would be a \$140.00 cancellation fee.

238. The Service Contracts also guarantee that if a consumer cancels their policy after thirty days, they are entitled to a pro rata refund at the standard contract rate for the unexpired

term, less a \$50 administrative fee and any service costs incurred by the THS Defendants. See Exhibit "G."

239. However, the THS Defendants intentionally make it extremely difficult, if not impossible, for certain consumers to cancel their Service Contracts and obtain the refunds they are entitled to upon cancellation.

240. For example, many consumers reported being transferred from person to person, leaving unanswered voicemails, and/or sending unreturned emails faxes and letters in failed attempts to cancel their Service Contracts.

241. In one instance, after attempting to cancel his Service Contract twice by phone within a five day period, one consumer then emailed a THS "resolution manager" to cancel his account only to later receive an e-mail saying he had to email mediation@totalhomeprotection.com. The day after this consumer emailed mediation@totalhomeprotection.com, the consumer received an email from the "retention manager" stating the THS Defendants made several attempts to contact the consumer and left messages regarding his cancellation request and could not reach the consumer by phone and requesting a return phone call.

242. In certain instances, the THS Defendants intentionally delay consumer attempts to cancel the contract so that when and if cancellation is permitted, the consumer's pro-rated refund is of a lesser amount than it would have been had the cancellation been permitted when initially attempted.

243. For example, one consumer stated that after his water heater claim was denied, he requested to cancel his contract and was offered a \$150.00 "goodwill" payment which he declined. The consumer was then transferred to another person and put on hold. The consumer

called six times and each time he was put on hold. After waiting on hold for twenty minutes, the consumer pressed “9” indicating he wished to receive a call back. However, when he received a callback, the call was immediately put on hold.

244. Another consumer reported that after paying \$975.00 for a three year Service Contract in June of 2018, she attempted to cancel the Contract in December of 2018, only to be offered various sums of money if she kept the policy. Despite declining all offers, the consumer was transferred to someone from the retention department who said the consumer needed to cancel in writing. When the consumer sent an e-mail to cancel her policy, she was sent a release and told payment was conditioned upon execution of the release. The consumer refused to sign the release, in part because the amount stated was less than what she had been promised, and spoke to a representative of THS who asked for more time to review the recorded calls and look into the issue. The consumer was then informed the tapes could not be located, and that she needed to call the THS Defendants to work something out.⁹

245. Other consumers who did manage to get a hold of someone on behalf of the THS Defendants were provided false, deceptive and/or misleading information when they attempted to cancel their Service Contract.

246. For example, a consumer who tried to cancel his policy after he was forced to go through the “reimbursement option” twice when the THS Defendants were unable to assign a technician to service two of his claims was told that if he canceled the policy he would need to pay the Defendants back the amount he received via reimbursement.

247. Upon information and belief, the THS Defendants also provided false information and doctored documents in response to consumer chargebacks to further frustrate consumers’

⁹ After the consumer received a pro-rated refund for less than the amount she was promised, she filed a third party complaint and received an additional refund from the THS Defendants.

attempts to cancel their contracts and obtain the pro-rated refunds they were entitled to.

248. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- b. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made;
- c. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (xiv), and (xxi).

249. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the THS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

250. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the THS Defendants as hereinafter set forth, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring the THS Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Directing the THS Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

C. Permanently enjoining the THS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

1. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

2. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
3. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

D. Directing the THS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

E. Permanently enjoining the THS Defendants in any capacity, from engaging in trade or commerce which involves in any way engaging in any type of warranty, service contract, insurance or sales business, including but not limited to the sale, provision, administration or offering of any type of warranty or service contract, within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce, and Ordering the Defendants to forfeit their right or franchise to engage in such trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

F. Requiring the THS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

G. Directing the THS Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such further relief as this Court may deem appropriate.

COUNT V- VIOLATIONS OF THE CONSUMER PROTECTION LAW

THE THS DEFENDANTS' FAILURE TO PROVIDE TIMELY CLAIM REIMBURSEMENTS OR PROMISED PAYMENTS

251. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

252. As specifically alleged herein above, the THS Defendants failed to provide timely reimbursements and/or payments to various consumers pursuant to the terms of the Service Contracts or pursuant to the representations of the THS Defendants.

253. In certain instances when the THS Defendants were unable to locate a Service Contractor who could service a consumer's claim, they requested the consumer arrange for their own contractor and then submit a "claim reimbursement form" which stated authorized reimbursement would be made within 30 days. *See Exhibit "H."*

254. On one or more occasions, consumers were instructed to order replacement parts and submit the receipt for reimbursement.

255. Despite the fact that the THS Defendants' claim reimbursement forms stated that reimbursement would be made within thirty days, many consumers waited months before receiving reimbursement, if they ever received their reimbursement at all.

256. For example, one consumer who was owed approximately \$300.00 via the

“reimbursement option” was told his payment would not be processed for 6 – 8 weeks, and that he needed to continue to make his monthly payments of around \$45.00 per month in order to receive the \$300.00 reimbursement.

257. In other instances, per the terms of release agreements offered by the THS Defendants, consumers were offered “goodwill” payments for non-covered claims were supposed to receive their “goodwill” payment in fifteen days of execution of the agreement. *See Exhibit “J.”*

258. However, numerous consumers who executed release agreements with the THS Defendants reported that several weeks went by before their “goodwill” payment was received, if it was ever received at all.

259. For example, one consumer reported that he waited for his \$475.00 “goodwill” payment towards his non-covered refrigerator claim for over three months, despite being told various times his check would go out “in the next batch”, and as a result was forced to continue to pay \$43.00 each month while the payment was pending.

260. Other consumers called the THS Defendants to inquire about an outstanding reimbursement or credit owed and were advised the reimbursement or credit would be posted in a set amount of time, yet never actually received said credit or reimbursement.

261. In other instances, consumers who had called the THS Defendants to inquire about an outstanding reimbursement or credit owed and were told the reimbursement or credit would be posted in a set amount of time only actually received the promised reimbursement or credit when, after the time period in which the credit or reimbursement should have been posted pass, they filed a chargeback with their credit card company and/or submitted a third party complaint.

262. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;
- b. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
- c. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(v), (xiv), and (xxi).

231. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the THS Defendants. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

232. The Commonwealth believes the public interest is served by seeking before this

Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the THS Defendants as hereinafter set forth, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring the THS Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Directing the THS Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

C. Permanently enjoining the THS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

1. Section 201-2(4)(v) Representing that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation or connection that he does not have;

2. Section 201-2(4)(xiv) Failing to comply with the terms of any written guarantee or warranty given to the buyer at, prior to or after a contract for the purchase of goods or services is made; and
3. Section 201-2(4)(xxi) Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

D. Directing the THS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

E. Permanently enjoining the THS Defendants in any capacity, from engaging in trade or commerce which involves in any way engaging in any type of warranty, service contract, insurance or sales business, including but not limited to the sale, provision, administration or offering of any type of warranty or service contract, within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce, and Ordering the Defendants to forfeit their right or franchise to engage in such trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

F. Requiring the THS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

G. Directing the THS Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such further relief as this Court may deem appropriate.

COUNT VI- VIOLATIONS OF THE CONSUMER PROTECTION LAW

THE THS DEFENDANTS' FRAUDULENTLY AND DECEPTIVELY CHARGE CERTAIN CONSUMERS' CREDIT CARDS WITHOUT THEIR CONSENT

263. The averments and allegations of the preceding paragraphs are incorporated herein as if same were fully set forth herein.

264. As specifically alleged herein above, in multiple instances, after consumers cancelled their Service Contracts with the THS Defendants, the THS Defendants would continue to charge these consumers' credit cards on a monthly or bi-annual basis despite not having the cardholders' consent to charge the credit cards after the Service Contracts were cancelled.

265. In certain instances, a consumer would call or e-mail the THS Defendants to cancel their Service Contract, receive confirmation their Service Contract was cancelled, and yet continue to receive monthly charges from the THS Defendants on their credit card statements.

266. Numerous consumers who cancelled their THS Service Contracts were forced to file chargebacks with their issuing bank in attempt to put a stop to the THS Defendants' unauthorized charges on their credit card statements.

267. One or more consumers specifically requested that the credit card company decline fraudulent reoccurring charges from THS Defendants because, despite filing a chargeback and/or having cancelled the Service Contract, additional charges continued to appear

on later statements.

268. In other instances, consumers were charged amounts in excess of the agreed upon price for their Service Contract.

269. The aforesaid methods, acts or practices constitutes unfair methods of competition and unfair or deceptive acts or practices in the conduct of trade or commerce prohibited by Section 201-3 of the Consumer Protection Law, as defined by the following sub-sections of Section 201-2(4) of said Law, including, but not limited to, Section 201-2(4)(xxi) engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding. 73 P.S. §§ 201-3 and 201-2(4)(xxi).

233. At all times relevant and material hereto, the unlawful methods, acts and practices complained of have been willfully used by the THS Defendants. Accordingly, and pursuant to Section 201-8 of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100 Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

234. The Commonwealth believes the public interest is served by seeking before this Honorable Court a permanent injunction to restrain the operations, methods, acts, and practices of the THS Defendants as hereinafter set forth, as well as seeking restitution for consumers and civil penalties for violations of the law. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring the THS Defendants' conduct as described in the Complaint to be in violation of the Consumer Protection Law;

B. Directing the THS Defendants to make full restitution pursuant to Section 201-4.1 of the Consumer Protection Law to all consumers who have suffered losses as a result of the acts and practices alleged in this Complaint and any other acts or practices which violate the Consumer Protection Law;

C. Permanently enjoining the THS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, Section 201-2(4)(xxi) engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

D. Directing the THS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law where the victim is sixty years of age or older;

E. Permanently enjoining the THS Defendants in any capacity, from engaging in trade or commerce which involves in any way engaging in any type of warranty, service contract, insurance or sales business, including but not limited to the sale, provision, administration or offering of any type of warranty or service contract, within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative,

employee, principal or agent of any business or entity engaged in such trade or commerce, and Ordering the Defendants to forfeit their right or franchise to engage in such trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

F. Requiring the THS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

G. Directing the THS Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such further relief as this Court may deem appropriate.

COUNT VII – VIOLATIONS OF THE CONSUMER PROTECTION LAW

THE THS DEFENDANTS FAILED TO COMPLY WITH THE FICTITIOUS NAMES ACT

235. The averments and allegations of the preceding paragraphs are incorporated as though the same were fully set forth herein.

236. The Pennsylvania's Fictitious Names Act, 54 Pa. C.S. § 301, et seq. (hereinafter "FNA"), states that "any entity which either alone or in combination with any other entity conducts any business in the Commonwealth of Pennsylvania under or through any fictitious name shall register the fictitious name with the Pennsylvania Department of State."

237. "Total Homeshield Home Protection," "Total Home Shield Home Protection," and "Total Home Protection" were not registered with the Corporate Bureau as fictitious names.

238. The THS Defendants previously conducted business using the fictitious names

“Total Homeshield Home Protection” and “Total Home Shield Home Protection” and failed to register these fictitious names with the Corporate Bureau.

270. From on or around January 1, 2017 to the present, the THS Defendants have done business as “Total Home Protection,” which only registered as a fictitious name with the Corporate Bureau in June of 2019.

239. Thus, for a period of over two years, the THS Defendants did business as “Total Home Protection” while it was not registered as a fictitious name with the Corporate Bureau.

240. The aforesaid methods, acts or practices constitute unfair methods of competition or unfair or deceptive acts or practices which violated Section 201-3 of the Consumer Protection Law, as defined by Section 201-2 of said Law, including, but not limited to, the following:

- a. Section 201-2(4)(ii), causing likelihood of confusion or of misunderstanding as to the source, sponsorship, approval or certification of goods or services;
- b. Section 201-2(4)(iii), causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another; and
- c. Section 201-2(4)(xxi), engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding.

73 P.S. §§ 201-3 and 201-2(4)(ii), (iii), and (xxi).

241. The Commonwealth alleges that all of the practices described above were performed willfully. Accordingly, and pursuant to Section 201-8(b) of the Consumer Protection Law, the Commonwealth seeks the imposition of civil penalties of One Thousand and 00/100

Dollars (\$1,000.00) for each willful violation of said Law, including enhanced civil penalties of Three Thousand and 00/100 Dollars (\$3,000.00) for each willful violation involving consumer victims age sixty (60) or older, in addition to other relief sought, as appropriate.

242. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined. The Commonwealth believes that citizens of the Commonwealth are suffering and will continue to suffer harm unless the acts and practices complained of herein are permanently enjoined.

WHEREFORE, the Commonwealth of Pennsylvania respectfully requests that this Honorable Court issue an Order:

A. Declaring THS Defendants' conduct as described herein and above to be in violation of the Consumer Protection Law and the FNA;

B. Permanently enjoining the THS Defendants, their officers, agents, employees and all other persons acting on his behalf, directly or indirectly, from violating the FNA.

C. Permanently enjoining the THS Defendants, and their officers, agents, employees and all other persons acting on their behalf, directly or indirectly, from violating the Consumer Protection Law and any amendments thereto, including, but not limited to, the following:

1. Causing the likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, certification of goods or services as prohibited by Section 201-2(4)(ii) of the Consumer Protection Law;

2. Causing likelihood of confusion or of misunderstanding as to affiliation, connection or association with, or certification by, another as prohibited by Section 201-2(4)(iii) of the Consumer Protection Law; and
3. Engaging in any other fraudulent or deceptive conduct which creates a likelihood of confusion or of misunderstanding, in violation of Section 201-2(4)(xxi) of the Consumer Protection Law.

D. Directing the THS Defendants to pay the Commonwealth a civil penalty in the amount of One Thousand (\$1,000) Dollars for each and every violation of the Consumer Protection Law and the FNA, and a civil penalty of Three Thousand (\$3,000) Dollars for each and every violation of the Consumer Protection Law and FNA where the victim is sixty years of age or older;

E. Permanently enjoining the THS Defendants in any capacity, from engaging in trade or commerce which involves in any way engaging in any type of warranty, service contract, insurance or sales business, including but not limited to the sale, provision, administration or offering of any type of warranty or service contract, within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner, member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce, and Ordering the Defendants to forfeit their right or franchise to engage in such trade and commerce within the Commonwealth of Pennsylvania or based in the Commonwealth of Pennsylvania, in any capacity whatsoever, including, but not limited to, as an owner, shareholder, partner,

member, manager, representative, employee, principal or agent of any business or entity engaged in such trade or commerce;

F. Requiring the THS Defendants to pay the Commonwealth's investigative and litigation costs in this matter;

G. Directing the THS Defendants to disgorge and forfeit all monies they have received as a result of their unfair and deceptive acts and practices as set forth in this Complaint; and

H. Granting such further relief as this Court may deem appropriate.

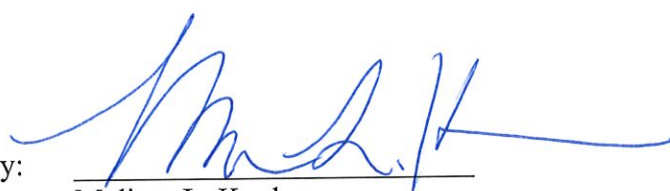
Respectfully submitted:

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ATTORNEY GENERAL

JOSH SHAPIRO
ATTORNEY GENERAL

Date: 8/5/2020

By:




Melissa L. Kaplan
Deputy Attorney General
Attorney I.D. Number 320744
Pennsylvania Office of Attorney General
1600 Arch Street, Third Floor
Philadelphia, Pennsylvania 19103
Telephone: (215) 560-2414
Fax: (215) 560-2494
Attorney for Plaintiff

VERIFICATION

I, Jessica Nelson, hereby state that I am the Consumer Protection Agent in this action and verify that the statements made in the Commonwealth's *Complaint* are true and correct to the best of my knowledge or information and belief. I, as the undersigned, understand that the statements made therein are made subject to the penalties of 18 Pa.C.S.A. § 4904, relating to unsworn falsification to authorities.

Date: 3/03/2020


JESSICA A. NELSON
Consumer Protection Agent
Pennsylvania Office of Attorney General
15th Floor, Strawberry Square
Harrisburg, Pennsylvania 17120
Telephone: (717) 772-5318
Facsimile: (717) 772-3560

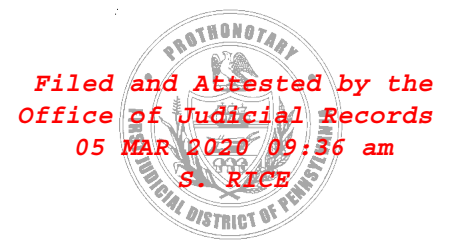


EXHIBIT “A.”

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 87080303

Filing Date: 06/22/2016

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	Total Homeshield Home Protection
*STANDARD CHARACTERS	YES
USPTO-GENERATED IMAGE	YES
LITERAL ELEMENT	Total Homeshield Home Protection
*MARK STATEMENT	The mark consists of standard characters, without claim to any particular font, style, size, or color.
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	THS Group LLC
INTERNAL ADDRESS	Suite 104
*STREET	295 Pierson Avenue
*CITY	Edison
*STATE (Required for U.S. applicants)	New Jersey
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. applicants)	08837
PHONE	7329431050
FAX	8663834947
EMAIL ADDRESS	david@totalhomeshield.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
LEGAL ENTITY INFORMATION	
*TYPE	LIMITED LIABILITY COMPANY
* STATE/COUNTRY WHERE LEGALLY ORGANIZED	Pennsylvania
GOODS AND/OR SERVICES AND BASIS INFORMATION	

Case ID: 200300433

* INTERNATIONAL CLASS	035
* IDENTIFICATION	Home warranty services, namely, arranging for repairs and replacement of major home systems, appliances and parts thereof provided by others pursuant to service agreements
* FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 01/15/2016
FIRST USE IN COMMERCE DATE	At least as early as 02/01/2016
SPECIMEN FILE NAME(S)	\\TICRS\EXPORT16\IMAGEOUT 16\870\803\87080303\xml1\ FTK0003.JPG
SPECIMEN DESCRIPTION	digital image of a website currently used in commerce
ADDITIONAL STATEMENTS INFORMATION	
* TRANSLATION (if applicable)	
* TRANSLITERATION (if applicable)	
* CLAIMED PRIOR REGISTRATION (if applicable)	
* CONSENT (NAME/ LIKENESS) (if applicable)	
* CONCURRENT USE CLAIM (if applicable)	
CORRESPONDENCE INFORMATION	
* NAME	THS Group LLC
INTERNAL ADDRESS	Suite 104
* STREET	295 Pierson Avenue
* CITY	Edison
* STATE (Required for U.S. addresses)	New Jersey
* COUNTRY	United States
* ZIP/POSTAL CODE	08837
PHONE	7329431050
FAX	8663834947
* EMAIL ADDRESS	david@totalhomeshield.com
* AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS Plus
NUMBER OF CLASSES	1
FEE PER CLASS	225
* TOTAL FEE PAID	225
SIGNATURE INFORMATION	
* SIGNATURE	/David Seruya/
* SIGNATORY'S NAME	David Seruya

* SIGNATORY'S POSITION	Vice President
SIGNATORY'S PHONE NUMBER	7329431050
* DATE SIGNED	06/22/2016

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 87080303

Filing Date: 06/22/2016

To the Commissioner for Trademarks:

MARK: Total Homeshield Home Protection (Standard Characters, see [mark](#))

The literal element of the mark consists of Total Homeshield Home Protection.

The mark consists of standard characters, without claim to any particular font, style, size, or color.

The applicant, THS Group LLC, a limited liability company legally organized under the laws of Pennsylvania, having an address of
Suite 104
295 Pierson Avenue
Edison, New Jersey 08837
United States
7329431050(phone)
8663834947(fax)
david@totalhomeshield.com

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 035: Home warranty services, namely, arranging for repairs and replacement of major home systems, appliances and parts thereof provided by others pursuant to service agreements

Use in Commerce: The applicant is using the mark in commerce on or in connection with the identified goods/services. The applicant attaches, or will later submit, one specimen as a JPG/PDF image file showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, regardless of whether the mark itself is in the standard character format or is a stylized or design mark. The specimen image file may be in color, and the image must be in color if color is being claimed as a feature of the mark.

In International Class 035, the mark was first used by the applicant or the applicant's related company or licensee predecessor in interest at least as early as 01/15/2016, and first used in commerce at least as early as 02/01/2016, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) digital image of a website currently used in commerce.

[Specimen File1](#)

The applicant's current Correspondence Information:

THS Group LLC
Suite 104
295 Pierson Avenue
Edison, New Jersey 08837
7329431050(phone)
8663834947(fax)
david@totalhomeshield.com (authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or applicant's attorney at the e-mail address provided above. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in an additional processing fee of \$50 per international class of goods/services.

A fee payment in the amount of \$225 has been submitted with the application, representing payment for 1 class(es).

Case ID: 200300433

Declaration

The signatory believes that: if the applicant is filing the application under 15 U.S.C. § 1051(a), the applicant is the owner of the trademark/service mark sought to be registered; the applicant is using the mark in commerce on or in connection with the goods/services in the application; the specimen(s) shows the mark as used on or in connection with the goods/services in the application; and/or if the applicant filed an application under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e), the applicant has a bona fide intention, and is entitled, to use the mark in commerce on or in connection with the goods/services in the application. The signatory believes that to the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive. The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and all statements made on information and belief are believed to be true.

Signature: /David Seruya/ Date Signed: 06/22/2016
Signatory's Name: David Seruya
Signatory's Position: Vice President

RAM Sale Number: 87080303
RAM Accounting Date: 06/23/2016

Serial Number: 87080303
Internet Transmission Date: Wed Jun 22 14:33:10 EDT 2016
TEAS Stamp: USPTO/FTK-XX.XXX.XXX.XXX-201606221433103
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A-859-20160622131747587885

Total Homeshield Home Protection



1-800-545-0402

MY ACCOUNT

GET COVERED

HOME **PLANS** HOMEOWNERS REAL ESTATE PROS CONTRACTORS FAQs CONTACT US BLOG



PLANS

What's Covered

Benefits

Get Covered

Home Warranty Plans Available from Total Homeshield Home Protection

This offers comprehensive warranty plans to fit every homeowner's budget. Your service agreement will cover repair or replacements of covered items, regardless of age, make or model.

GOLD	PLATINUM	OPTIONAL
Plumbing System	Air Conditioning System (2 units)	Pool/Spa
Plumbing Stoppage	Heating System (2 units)	Additional Spa
Water Heater	Refrigerator	Limited Roof Leak
Whirlpool Bath tub	Clothes Washer	Central Vacuum
Electrical System	Clothes Dryer	Sump Pump

EXHIBIT “B.”

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 87331859

Filing Date: 02/10/2017

NOTE: Data fields with the * are mandatory under TEAS Plus. The wording "(if applicable)" appears where the field is only mandatory under the facts of the particular application.

The table below presents the data as entered.

Input Field	Entered
TEAS Plus	YES
MARK INFORMATION	
*MARK	\\TICRS\EXPORT17\IMAGEOUT 17\873\318\87331859\xml1\FTK0002.JPG
*SPECIAL FORM	YES
USPTO-GENERATED IMAGE	NO
LITERAL ELEMENT	TOTAL HOME PROTECTION
*COLOR MARK	YES
*COLOR(S) CLAIMED (If applicable)	The color(s) yellow, black, blue is/are claimed as a feature of the mark.
*DESCRIPTION OF THE MARK (and Color Location, if applicable)	The mark consists of A yellow window a roof line to the left of the word TOTAL in blue which is to the left of HOME PROTECTION in blue.
PIXEL COUNT ACCEPTABLE	NO
PIXEL COUNT	300 x 85
REGISTER	Principal
APPLICANT INFORMATION	
*OWNER OF MARK	THS Group LLC
*STREET	295 Pierson Ave, Suite 104
*CITY	Edison
*STATE (Required for U.S. applicants)	New Jersey
*COUNTRY	United States
*ZIP/POSTAL CODE (Required for U.S. and certain international addresses)	08837
LEGAL ENTITY INFORMATION	
*TYPE	LIMITED LIABILITY COMPANY
*STATE/COUNTRY WHERE LEGALLY ORGANIZED	Pennsylvania

Case ID: 200300433

GOODS AND/OR SERVICES AND BASIS INFORMATION	
* INTERNATIONAL CLASS	036
* IDENTIFICATION	Extended warranty services, namely, service contracts; Providing extended warranties on home appliances, home heating and cooling systems, home plumbing
* FILING BASIS	SECTION 1(a)
FIRST USE ANYWHERE DATE	At least as early as 12/31/2016
FIRST USE IN COMMERCE DATE	At least as early as 12/31/2016
SPECIMEN FILE NAME(S)	
ORIGINAL PDF FILE	SPE0-691129119-20170210135811163264 . Screenshot.pdf
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	\\TICRS\EXPORT17\IMAGEOUT17\873318\87331859\xml1\FTK0004.JPG
SPECIMEN DESCRIPTION	website advertising sale of the services
ADDITIONAL STATEMENTS SECTION	
* TRANSLATION (if applicable)	
* TRANSLITERATION (if applicable)	
* CLAIMED PRIOR REGISTRATION (if applicable)	
* CONSENT (NAME/LIKENESS) (if applicable)	
* CONCURRENT USE CLAIM (if applicable)	
DISCLAIMER	No claim is made to the exclusive right to use TOTAL HOME PROTECTION apart from the mark as shown.
ATTORNEY INFORMATION	
NAME	Michael J. Feigin, Esq.
ATTORNEY DOCKET NUMBER	THS002
FIRM NAME	Feigin and Fridman LLC
STREET	1037 Rt 46 East, Suite 107
CITY	Clifton
STATE	New Jersey
COUNTRY	United States
ZIP/POSTAL CODE	07013
PHONE	9736855280
EMAIL ADDRESS	michael@PatentLawNY.com
AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
OTHER APPOINTED ATTORNEY	Michael J. Feigin, Esq.
CORRESPONDENCE INFORMATION	
* NAME	Michael J. Feigin, Esq.

FIRM NAME	Feigin and Fridman LLC
*STREET	1037 Rt 46 East, Suite 107
*CITY	Clifton
*STATE (Required for U.S. addresses)	New Jersey
*COUNTRY	United States
*ZIP/POSTAL CODE	07013
PHONE	9736855280
*EMAIL ADDRESS	michael@PatentLawNY.com
*AUTHORIZED TO COMMUNICATE VIA EMAIL	Yes
FEE INFORMATION	
APPLICATION FILING OPTION	TEAS Plus
NUMBER OF CLASSES	1
FEE PER CLASS	225
*TOTAL FEE PAID	225
SIGNATURE INFORMATION	
* SIGNATURE	/David Seruya/
* SIGNATORY'S NAME	David Seruya
* SIGNATORY'S POSITION	Owenr
SIGNATORY'S PHONE NUMBER	732-943-1050
* DATE SIGNED	02/10/2017

Trademark/Service Mark Application, Principal Register

TEAS Plus Application

Serial Number: 87331859

Filing Date: 02/10/2017

To the Commissioner for Trademarks:

MARK: TOTAL HOME PROTECTION (stylized and/or with design, see [mark](#))

The mark in your application is TOTAL HOME PROTECTION.

The color(s) yellow, black, blue is/are claimed as a feature of the mark. The mark consists of A yellow window a roof line to the left of the word TOTAL in blue which is to the left of HOME PROTECTION in blue.

The applicant, THS Group LLC, a limited liability company legally organized under the laws of Pennsylvania, having an address of
295 Pierson Ave, Suite 104
Edison, New Jersey 08837
United States

requests registration of the trademark/service mark identified above in the United States Patent and Trademark Office on the Principal Register established by the Act of July 5, 1946 (15 U.S.C. Section 1051 et seq.), as amended, for the following:

For specific filing basis information for each item, you must view the display within the Input Table.

International Class 036: Extended warranty services, namely, service contracts; Providing extended warranties on home appliances, home heating and cooling systems, home plumbing

Use in Commerce: The applicant is using the mark in commerce on or in connection with the identified goods/services. The applicant attaches, or will later submit, one specimen as a JPG/PDF image file showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, regardless of whether the mark itself is in the standard character format or is a stylized or design mark. The specimen image file may be in color, and the image must be in color if color is being claimed as a feature of the mark.

In International Class 036, the mark was first used by the applicant or the applicant's related company or licensee predecessor in interest at least as early as 12/31/2016, and first used in commerce at least as early as 12/31/2016, and is now in use in such commerce. The applicant is submitting one(or more) specimen(s) showing the mark as used in commerce on or in connection with any item in the class of listed goods/services, consisting of a(n) website advertising sale of the services.

Original PDF file:

[SPE0-691129119-20170210135811163264 . Screenshot.pdf](#)

Converted PDF file(s) (2 pages)

[Specimen File1](#)

[Specimen File2](#)

Disclaimer

No claim is made to the exclusive right to use TOTAL HOME PROTECTION apart from the mark as shown.

The applicant's current Attorney Information:

Michael J. Feigin, Esq. and Michael J. Feigin, Esq. of Feigin and Fridman LLC 1037 Rt 46 East, Suite 107
Clifton, New Jersey 07013
United States
9736855280(phone)
michael@PatentLawNY.com (authorized)

The attorney docket/reference number is THS002.

Case ID: 200300433

The applicant's current Correspondence Information:

Michael J. Feigin, Esq.
Feigin and Fridman LLC
1037 Rt 46 East, Suite 107
Clifton, New Jersey 07013
9736855280(phone)

michael@PatentLawNY.com (authorized)

E-mail Authorization: I authorize the USPTO to send e-mail correspondence concerning the application to the applicant or the applicant's attorney, or the applicant's domestic representative at the e-mail address provided in this application. I understand that a valid e-mail address must be maintained and that the applicant or the applicant's attorney must file the relevant subsequent application-related submissions via the Trademark Electronic Application System (TEAS). Failure to do so will result in the loss of TEAS Plus status and a requirement to submit an additional processing fee of \$125 per international class of goods/services.

A fee payment in the amount of \$225 has been submitted with the application, representing payment for 1 class(es).

Declaration

If the applicant is filing the application based on use in commerce under 15 U.S.C. § 1051(a):

- The signatory believes that the applicant is the owner of the trademark/service mark sought to be registered;
- The mark is in use in commerce on or in connection with the goods/services in the application;
- The specimen(s) shows the mark as used on or in connection with the goods/services in the application; and
- The facts set forth in the application are true.

If the applicant is filing the application based on an intent to use the mark in commerce under 15 U.S.C. § 1051(b), § 1126(d), and/or § 1126(e):

- The signatory believes that the applicant is entitled to use the mark in commerce;
- The applicant has a bona fide intention to use the mark in commerce on or in connection with the goods/services in the application; and
- The facts set forth in the application are true.

To the best of the signatory's knowledge and belief, no other persons, except, if applicable, concurrent users, have the right to use the mark in commerce, either in the identical form or in such near resemblance as to be likely, when used on or in connection with the goods/services of such other persons, to cause confusion or mistake, or to deceive.

To the best of the signatory's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, the allegations and other factual contentions made above have evidentiary support.

The signatory being warned that willful false statements and the like are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001, and that such willful false statements and the like may jeopardize the validity of the application or submission or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true and that all statements made on information and belief are believed to be true.

Declaration Signature

Signature: /David Seruya/ Date: 02/10/2017

Signatory's Name: David Seruya

Signatory's Position: Owner

Signatory's Phone Number: 732-943-1050

Payment Sale Number: 87331859

Payment Accounting Date: 02/13/2017

Serial Number: 87331859

Internet Transmission Date: Fri Feb 10 15:51:33 EST 2017

TEAS Stamp: USPTO/FTK-XX.XXX.XX.XX-20170210155133576

075-87331859-5804b1c6d83e64da1773b1b8d4a

b51cbdb302410dff8b188e6b48828df21a03bdb-

CC-2404-20170210135811163264



EXHIBIT “C.”



1-800-545-0402

MY ACCOUNT

GET A QUOTE

[HOME](#) [PLANS](#) [HOMEOWNERS](#) [REAL ESTATE PROS](#) [CONTRACTORS](#) [FAQ'S](#) [CONTACT US](#) [BLOG](#)

PROTECT YOUR INVESTMENT

Home Warranty Protection

FREE QUOTE

Plans as low as \$1 per day!

[GET YOUR FREE QUOTE](#)

LIMITED TIME OFFER

\$50 OFF

All Home Warranty Plans

*Discount not available in all states. Offer applies to annual plans only.[CLICK TO SAVE!](#)

1 MONTH FREE!

*with purchase of any single payment plan[SELECT A PLAN NOW!](#)

How Does a Home Warranty Work



HOW DOES IT WORK?

- Call or request service online
- Local pre-screened professionals
- Small trade service fee
- Covered item is repaired or replaced

[GET STARTED NOW!](#)

Case ID: 200300433



Hear From Our Very Satisfied Clients

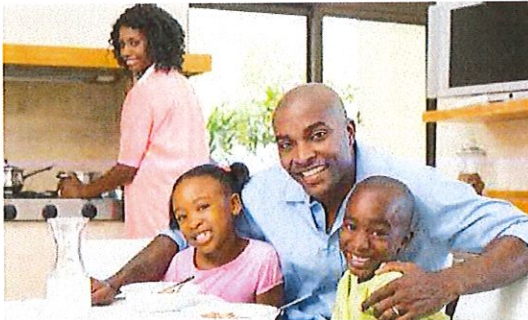
We have helped thousands just like you!



MICHAEL

Total HomeProtection allows my business to grow by providing direct to consumer work rather than spend time selling and searching for new business..

Why Choose Total Home Protection ?



Protect Your Family & Budget

A Total Home Protection warranty allows you to never worry about the high cost of repairing or replacing your home's covered appliances or mechanical systems. We're committed to providing you the right services and the right people at the right times.



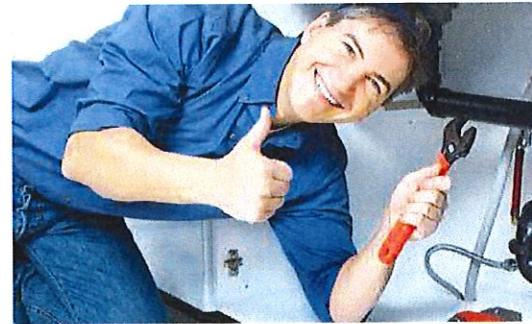
24/7 Service

THP offers unmatched customer service around the clock. Our call center is available 24 hours a day, 7 days a week, 365 days a year!



Comprehensive & Affordable Coverage

We provide affordable and comprehensive home warranty protection against inevitable home system component and appliance breakdowns. Total Home Protection offers monthly and annual plans to fit any household budget.



Pre-screened & Local Technicians

With a home warranty from Total Home Protection , you will not have to search any directories for contractors or repair technicians or wonder whether you can trust an unfamiliar service vendor. All our authorized technicians are pre-screened, licensed, and insured!

Case ID: 200300433



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Have Questions? Call Us!

Our experts are standing by

1-800-545-0402

*By entering my information and submitting for a free quote, I am providing express consent to Total Home Protection to be contacted via email, phone, pre-recorded messages, and text, including my wireless phone number, regarding product and servicing information using automated technology, even if it is registered on a federal, state, or corporate Do Not Call list. Message and data rates may apply. I understand that consent is not a condition of purchase or receipt of services. If my area is not covered, I may be referred to an alternate provider. Click Here to view full Privacy Policy.

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About Total Home Protection

We at Total Home Protection have an unwavering commitment to uphold our founding ideals to provide industry-leading home warranty products and exceptional services to the customers we're privileged to serve. Great products are only part of a great company - we hire employees who fit this visionary company commitment.

Total Home Protection strives to constantly offer our customers fast and effective solutions with our network of qualified service contractors. We know you are looking for value for your money, and we believe we provide great value and protection against the high costs of home and appliance repair.

Whether you are planning to buy a new home, sell your existing home, or simply stay put, our products can save time and money. While no home warranty company covers every claim since some claims do fall outside of the service agreement, we go above and beyond to help you get back on your feet. No matter what, we want to help alleviate your problem in any way we can.

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Frequently Asked Questions

How do I place a claim for service?

Placing a claim is easy! Simply call our Claims Department at 1-800-545-0402 or file your claim online at www.TotalHomeProtection.com.

How do I transfer my policy to a new homeowner?

If your covered property is sold during the term of the contract, simply notify us of the change in ownership and submit the name of the new owner by calling 1-800-545-0402. You may transfer the home warranty at any time.

How do you rate and monitor your service contractors?

We have an extensive network of service contractors, which are pre-screened, licensed, and insured. All technicians are monitored and graded on their performance through our customer satisfaction survey program.

How much does a Total Home Protection warranty cost?

Plans, coverage, and pricing varies state to state. You can Get a Quote online or call our representatives at 1-800-545-0402.

Is everything in my home covered by the warranty?

Unfortunately, we cannot cover everything in your home. We recommend that you read the contract carefully before purchasing a home warranty and contact us with any questions.

Is there a fee to transfer a policy?

No. There is no fee to transfer your home warranty.

Is there a limit on the number of claims I can place?

No. There is no limit on the number of times you can request service.

What happens if a covered system or appliance can not be repaired?

If the unit can not be fixed, then we will replace the unit subject to the terms, conditions, and limitations set forth in your service agreement. Please be sure to read your contract carefully.

What is a home warranty plan?

A home warranty is a service contract that provides repair or replacement of your homes major systems and appliances that fail due to normal wear and tear. Certain limitations and exclusions apply.

When does coverage begin?

Coverage begins 30 days from enrollment and receipt of applicable contract fees. We reserve the right to waive the 30-day grace period so long as you provide proof of prior coverage, showing no lapse of coverage, from another home warranty provider.

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PLANS

Whats Covered

Benefits

Get Covered

Home Warranty Plans Available from Total Home Protection

THP offers comprehensive warranty plans to fit every homeowner's budget. Your service agreement will cover repair or replacements of covered items, regardless of age, make or model.

GOLD	PLATINUM	OPTIONAL
Plumbing System	Air Conditioning System (2 units)	Pool / Spa
Plumbing Stoppage	Heating System(2 units)	Additional Spa
Water Heater	Refrigerator	Limited Roof Leak
Whirlpool Bathtub	Clothes Washer	Central Vacuum
Electrical System	Clothes Dryer	Sump Pump
Oven / Range / Stove	Plumbing System	Well Pump
Cooktop	Plumbing Stoppage	Septic System
Sump Pump (permanently installed)	Water Heater	Septic Pumping
Built-in Microwave	Whirlpool Bathtub	Second Refrigerator
Dishwasher	Electrical System	Stand Alone Freezer
Garbage Disposal	Oven / Range / Stove	Water Softener
Trash Compactor	Cooktop	Refrigerator Ice Maker
Ductwork	Sump Pump (permanently installed)	Free Standing Ice Maker
Garage Door Opener	Built-in Microwave	Add A/C System (each)
Ceiling and Exhaust Fans	Dishwasher	Add Heating System (each)
	Garbage Disposal	Add Water Heater (each)
	Trash Compactor	Add Garage Door Opener (each)
	Ductwork	
	Garage Door Opener	
	Ceiling and Exhaust Fans	
GET A FREE QUOTE	GET A FREE QUOTE	

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Case ID: 200300433



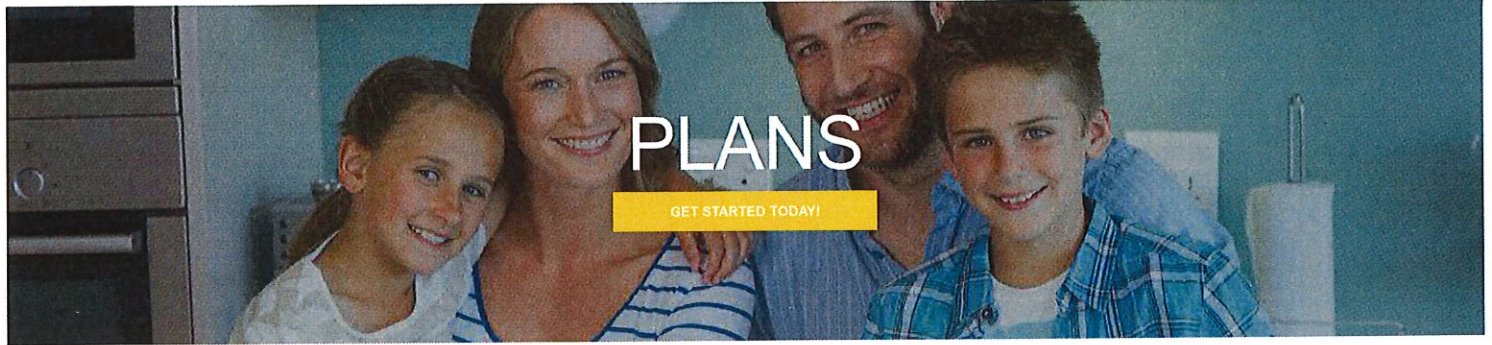


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PLANS

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Benefits

Protect Yourself from the Unexpected

A Total Home Protection warranty can protect you and your family from unforeseen, costly household repair bills. Appliances and major systems break down all the time, it's a part of life. Don't be left holding the bag...safeguard your budget with a trusted home warranty plan from Total Home Protection.

Home warranties are a perfect solution for homeowners that are not handy or simply do not want to search the internet for a trusted repair person. Finding a reputable contractor is no easy task. THP only uses licensed, pre-screened, and insured technicians to handle your repair or replacement.

Additional home warranty benefits include:

- Convenience, savings, and peace of mind
- Superior customer service
- Value added service to attract home buyers
- Minimize after sale concerns
- 24/7 claims service

In general, home warranties provide valuable coverage and peace of mind; however, they do not cover all appliance and major system breakdowns. It is important to read and understand the coverage outlined in the service agreement.

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Home Warranty Protection

FREE QUOTE

Plans as low as \$1 per day!

First Name Email Address Home Phone
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LIMITED TIME OFFER

\$50 OFF

All Home Warranty Plans

*Discount not available in all states. Offer applies to annual plans only.

[CLICK TO SAVE!](#)

1 MONTH FREE!

*with purchase of any single payment plan


[SELECT A PLAN NOW!](#)

How Does a Home Warranty Work



HOW DOES IT WORK?

- Call or request service online
- Local pre-screened professionals
- Small trade service fee
- Covered item is repaired or replaced

[GET STARTED NOW!](#)

Hear From Our Very Satisfied Clients

We have helped thousands just like you!

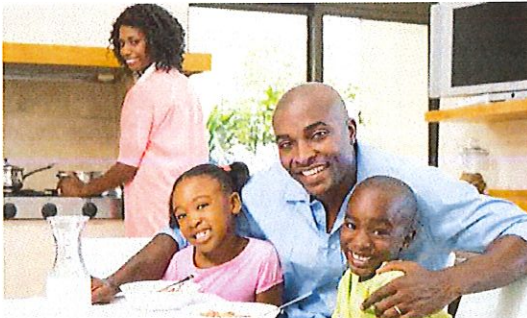
*Stock Photos Used to Protect Identity



GERRY

THP uses wonderful contractors. The HVAC contractor was knowledgeable and friend. They also showed us some much needed maintenance tips. Customer ..

Why Choose Total Home Protection ?



Protect Your Family & Budget

A Total Home Protection warranty allows you to never worry about the high cost of repairing or replacing your home's covered appliances or mechanical systems. We're committed to providing you the right services and the right people at the right times.



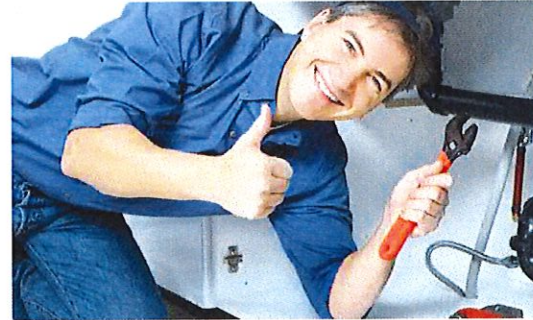
24/7 Claims Hotline

THP offers unmatched customer service around the clock. Our call center is available 24 hours a day, 7 days a week, 365 days a year!



Comprehensive & Affordable Coverage

We provide affordable and comprehensive home warranty protection against inevitable home system component and appliance breakdowns. Total Home Protection offers monthly and annual plans to fit any household budget.



Pre-screened & Local Technicians

With a home warranty from Total Home Protection, you will not have to search any directories for contractors or repair technicians or wonder whether you can trust an unfamiliar service vendor. All our authorized technicians are pre-screened, licensed, and insured!

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By entering my information and clicking "GET YOUR FREE QUOTE," I am providing my electronic signature. I am providing my consent to be contacted by Total Home Protection in order to receive price quotes. I understand that included in my consent is my agreement that I may be contacted via email or at the telephone number provided by having my wireless number using automated text messages, including texts and promotional messages, even if it is registered on a federal, state, or corporate Do Not Call list. I understand that consent is not a condition of purchase or receipt of services. Things are not covered. I may be referred to an alternate provider, and I am agreeing to the privacy policy. Click here to view full Privacy Policy.

Total Home Protection reserves the right to publish consumer reviews. It is company policy to use only stock imagery as we can not source the time and effort to photograph a photo provided by the consumer.

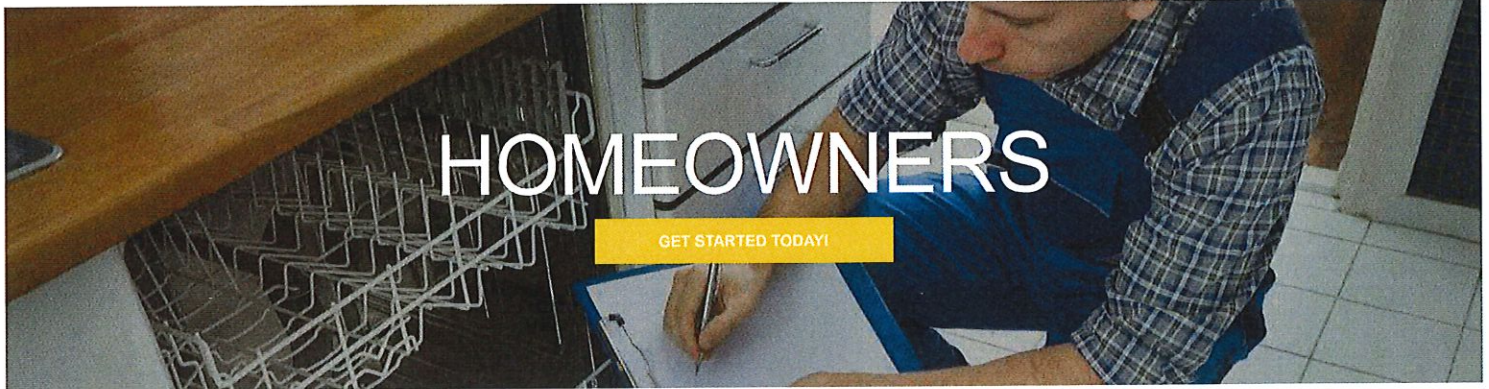
**THP offers service contracts which are not warranties. A THP service contract covers the repair or replacement of many system and appliances in a household, but not necessarily the entire system or appliance. Terms and conditions apply. See contract for limitations and specifics on response times. Covered items must be in good working order at time of activation and dollar amount cap may apply. Deductible due at time of service call. Non-covered and incidental charges may apply to certain repairs and replacements. Claims can be placed only after 30-day waiting period. Coverage and pricing may vary by State. Coverage not available in all States. THP service contracts are not available in California.

2. THP reserves the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which may vary by less than retail, to repair or replace any covered system component or appliance.

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EXHIBIT “D.”



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What Are our Customers Saying?

Total Home Protection takes feedback very seriously. Good or bad, we love to hear about experience. If a home warranty complaint exists we do our very best to resolve the dispute.



ANDREW

Michigan

Service was excellent with no problems on either end. My water heater went out and THP had a plumber fix it the very same day. If that's not fast ..

[VIEW MORE DETAILS](#)



CHRISTINE

Georgia

I was very pleased with the service I received. I called the warranty company late in the evening and they had a repair person at my home first thing.

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GERRY

Kansas

THP uses wonderful contractors. The HVAC contractor was knowledgeable and friendly. They also showed us some much needed maintenance tips. Customer ..

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JULIETTE

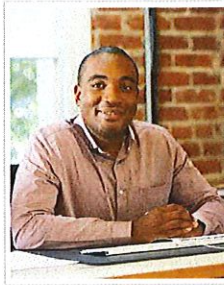
Indiana

The contractor called soon after we placed the service request and scheduled a convenient appointment to check out our stopped up commode. The contractor ..

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Case ID: 80000433

SECURE



LESTER

Pennsylvania

Heater failed this winter. Total Home Protection sent a vendor the very next day and fixed the unit no questions asked. It was refreshing to get h..

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PATRICIA

Tennessee

I give this service 5 stars for the simple reason that they provided the service that we agreed on and I paid for. The service was prompt, efficie..

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ROBIN

Colorado

I'd like to thank the warranty company for doing everything they promised. Most companies out there tell you if they can't fix something tha..

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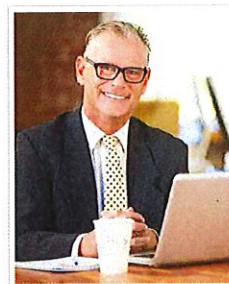


SEAN

Delaware

Fantastic service! I received a call 30 minutes after I submitted my claim online and was told a plumber was on the way. In two hours my problem w..

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THOMAS

North Carolina

I am very impressed with the customer service department at Total Home Protection. I had my air conditioner repaired a week ago and they just call..

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TINA

Ohio

Excellent customer service! The repair men were punctual, but and took their time fixing the refrigerator. Overall, I'm a happy customer..

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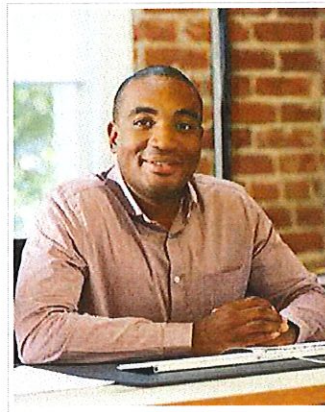
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Lester

Pennsylvania

Heater failed this winter. Total Home Protection sent a vendor the very next day and fixed the unit no questions asked. It was refreshing to get hassle free service from warranty company. Thank you again!

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Marketing Material

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Portal Login

Warranty Benefits

The Benefits of a THP Home Warranty

Savvy real estate professionals know that a home warranty can set your listing apart from the competition. A home warranty from Total Home Protection is a great way to save your buyers from the unpredictable expense of home system and appliance breakdowns. It can also help your sellers reduce the risk of home repairs before, during, and after the sale.

A home warranty allows homeowners to never worry about the high cost of repairing or replacing a home's major systems or appliances. When a covered item breaks down due to normal wear and tear, a homeowner can simply call our toll free number or file a claim online at www.TotalHomeProtection.com and we'll take it from there! You can count on Total Home Protection to protect your clients and your reputation.

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**Terms and conditions apply. THP offers service contracts which are not warranties. Coverage not available in NV. See contract for limitations and specifics on response times. THP reserves the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which at times may be less than retail, to repair or replace any covered system, component, or appliance.

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Management

EXHIBIT “E.”



1-800-545-0402

MY ACCOUNT

GET A QUOTE

HOME PLANS HOMEOWNERS REAL ESTATE PROS CONTRACTORS FAQ'S CONTACT US BLOG



REAL ESTATE PROS

Warranty Benefits

Marketing Material

Order a Warranty

Register Now

Portal Login

Marketing Material

Download Marketing Materials Instantly!

Home warranties are an excellent value-added service you can offer your clients. It's an important part of the real estate transaction, providing many benefits during the marketing period, while the home is in under contract, and after the sale. Sample home warranty brochures are available for download at your convenience.

Downloads

DOWNLOAD

BROCHURE - Real Estate Edition

DOWNLOAD

BROCHURE - Real Estate Edition (High Resolution)

DOWNLOAD

Our Plans

DOWNLOAD

Sample Contract

DOWNLOAD

Small Brochure

DOWNLOAD

Small Flyer

Join Our VIP Newsletter

Your Full Name

Email Address

SIGN ME UP!

Total Home Protection

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- ▶ Careers
- ▶ Affiliates
- ▶ Home Warranty Reviews
- ▶ Contact Us

THP Warranty

- ▶ What's Covered
- ▶ Warranty Benefits
- ▶ Get a Quote
- ▶ Request Service
- ▶ Claim Status

Contractors

- ▶ Servicing Guidelines
- ▶ Why Join the Team
- ▶ Testimonials
- ▶ Become a Service Provider
- ▶ Vendor Center

Resources

- ▶ 1-800-545-0402
- ▶ FAQs
- ▶ Privacy Policy
- ▶ Terms & Conditions



Community

- ▶ Rate Us All
- ▶ Home Maintenance Tips
- ▶ Testimonials



Have Questions? Call Us!

Our experts are standing by

1-800-545-0402

*By entering my information and submitting for a free quote, I am providing express consent to Total Home Protection to be contacted via email, phone, pre-recorded messages, and text, including my wireless phone number, regarding product and servicing information using automated technology, even if it is registered on a federal, state, or corporate Do Not Call list. Message and data rates may apply. I understand that consent is not a condition of purchase or receipt of services. If my area is not covered, I may be referred to an alternate provider. Click Here to view full Privacy Policy.

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**We'll Protect Your Investment,
While You Enjoy Your Home!**

Case ID: 200300433

1-800-545-0402 | www.TotalHomeProtection.com

Total Home Protection

A Total Home Protection home warranty allows you to never worry about the high cost of repairing or replacing your home's covered appliances or mechanical systems that fail due to normal wear & tear.

We're committed to providing you the right services and the right people at the right times.

HOME BUYERS PROTECTION

When buying a home, you never know what to expect. Everything may look great on the outside, but what's on the inside is what matters most. A THP home warranty can help alleviate the concerns of after-sale major system or appliance breakdowns.

When a covered item fails due to normal wear and tear, simply dial our toll-free number and submit your claim request to one of our knowledge and friendly claim representatives. Total Home Protection has a vast network of licensed and insured technicians.



WHY DO I NEED A HOME WARRANTY?

A single breakdown can cost you more than 1 year of coverage!*

	Air Conditioner Typical Repair: \$500 Typical Replacement: \$3,500
	Refrigerator Typical Repair: \$350 Typical Replacement: \$1,300
	Washer & Dryer Typical Repair: \$400 Typical Replacement: \$1,350

* Based on estimated retail ranges of typical appliance replacement costs. Includes repair and replacement data from nationwide independent contractors. Prices may vary by state.

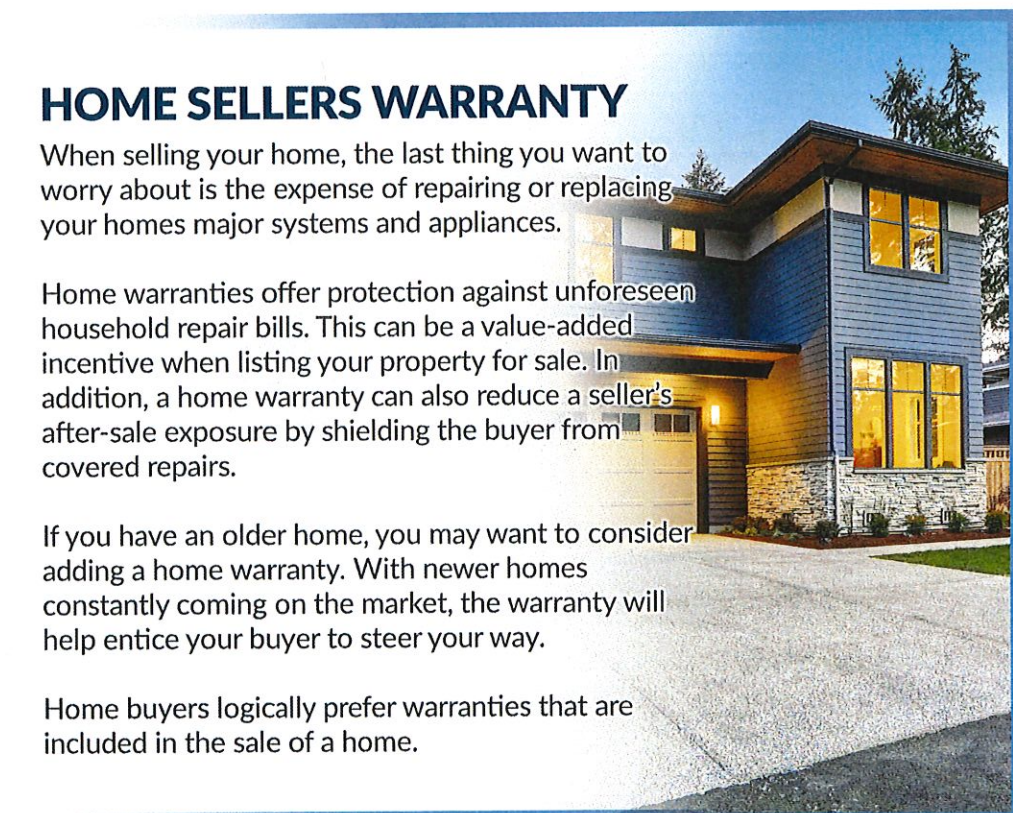
HOME SELLERS WARRANTY

When selling your home, the last thing you want to worry about is the expense of repairing or replacing your home's major systems and appliances.

Home warranties offer protection against unforeseen household repair bills. This can be a value-added incentive when listing your property for sale. In addition, a home warranty can also reduce a seller's after-sale exposure by shielding the buyer from covered repairs.

If you have an older home, you may want to consider adding a home warranty. With newer homes constantly coming on the market, the warranty will help entice your buyer to steer your way.

Home buyers logically prefer warranties that are included in the sale of a home.



ADDITIONAL HOME WARRANTY BENEFITS INCLUDE:

- ✓ Convenience, savings, and peace of mind
- ✓ Superior customer service
- ✓ Value added service to attract home buyers
- ✓ Minimize after sale concerns
- ✓ 24/7 claims hotline



Frequently Asked Questions

? What is a home warranty plan?

A home warranty is a service contract that provides repair or replacement of your home's major systems and appliances that fail due to normal wear and tear. Certain limitations and exclusions apply.

? When does coverage begin?

Coverage begins 30 days from enrollment and receipt of applicable contract fees. We reserve the right to waive the 30-day grace period so long as you provide proof or prior coverage, showing no lapse of coverage, from another home warranty provider.

? How do I place a claim for service?

Placing a claim is easy! Simply call our Claims Department at 1-800-545-0402 or file your claim online at www.TotalHomeProtection.com.

? How do I transfer my policy to a new homeowner?

If your covered property is sold during the term of the contract, simply notify us of the change in ownership and submit the name of the new owner by calling 1-800-545-0402. You may transfer the home warranty at any time.

? How do you rate and monitor your service contractors?

We have an extensive network of service contractors, which are pre-screened, licensed, and insured. All technicians are monitored and graded on their performance through our customer satisfaction survey program.

? How much does a Total Home Protection warranty cost?

Plans, coverage, and pricing varies state to state. You can Get a Quote online or call our representatives at 1-800-545-0402.

? Is everything in my home covered by the warranty?

Unfortunately, we cannot cover everything in your home. We recommend that you read the contract carefully before purchasing a home warranty and contact us with any questions.

? Is there a fee to transfer a policy?

No. There is no fee to transfer your home warranty.

? Is there a limit on the number of claims I can place?

No. There is no limit on the number of times you can request service.

? What happens if a covered system or appliance can't be repaired?

If the unit can not be fixed, then we will replace the unit subject to the terms, conditions, and limitations set forth in your service agreement. Please be sure to read your contract carefully.

**REQUESTING
SERVICE IS EASY!**



Call: 1-800-545-0402
or Visit our Website



**One of our service
contractors will contact
you to schedule an
appointment**



**You pay a small
trade call fee**
Based on your selected plan



How Does it Work?

With Total Home Protection, it's easy to get service for your home's covered systems and appliances. Simply follow these easy steps when a covered breakdown occurs:



1. CONTACT US

Check your Service Agreement to verify the item is covered by your policy. If it is, call 1-800-545-0402 or file your claim online. Our claims hotline is available 24-hours a day, 7 days a week, 365 days a year!



2. CONTRACTOR ASSIGNED

Total Home Protection will assign a qualified, service contractor to diagnose your covered request. You will be provided with an email confirmation verifying your claim number and service contractor information.



3. SCHEDULE SERVICE

The contractor will contact you by phone or email to schedule a mutually convenient appointment during normal business hours to visit your home and diagnose your covered item.



4. YOU'RE IN GOOD HANDS!

When the service contractor arrives at your home, you pay a small Service Call Fee. Your covered item will be repaired or replaced as specified in your Service Agreement

**REAL ESTATE
PROFESSIONALS
GET VIP TREATMENT
AT THE CONCIERGE
DESK**



- ✓ Toll free VIP connection to THP Specialists
- ✓ Streamlined response to your inquiries
- ✓ Extended hours during peak season



This is a Sample Contract – Actual terms may vary by State. This Service Agreement, hereinafter referred to as the "Agreement", is issued by the entity listed for your state on the Coverage Summary page. Such entity is hereinafter referred to as "THP", or "we", "us", and/or "our". The owner of the property covered by this Agreement is hereinafter referred to as "you" and/or "your".

Certain items and events are not covered by this Agreement. Please read the Agreement carefully. THP offers home service contracts, which are not warranties. Coverage includes only certain mechanical failures of the specific items listed as covered on your Agreement Coverage Summary and excludes all other failures and/or items. The Agreement Coverage Summary is attached to and made a part of this Agreement.

I. BASIS FOR COVERAGE

During the term of this Agreement, we agree to pay the covered costs to repair or replace the items listed as covered on your Agreement Coverage Summary if any such items become inoperable due to mechanical failure caused by normal wear and tear. Determination of Coverage including the operational condition as of the Agreement effective date for any claim will be made solely by us, considering but not limited to, our independent contractor's diagnosis, hereinafter referred to as the "Service Contractor". This Agreement does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE CONTRACTOR and is not itself undertaking to repair or replace any such systems or components. This Agreement covers single-family homes, new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fees are paid. This Agreement will not cover systems or appliances within (a) commercial properties; (b) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools and/or professional offices; (c) common areas of condominiums, multi-family houses and/or cooperatives; (d) vacant properties, and; (e) foreclosed/short sold properties. Coverage applies to the systems and components mentioned as "covered" in accordance with the terms and conditions of this Agreement so long as such systems and components:

- A. Become inoperable due to normal wear and tear; and
- B. Are in place and in proper working order on the effective date of this Agreement; and
- C. Are located inside the confines of the main foundation of the home or attached or detached garage, with the exception of the air conditioner, exterior pool/spa, septic system, and well pump.

II. TERM

Coverage starts 30 days after acceptance of application by us and receipt of applicable Agreement fees and continues for 365 days from that date. We reserve the right to waive the 30-day grace period so long as you provide proof or prior coverage, showing no lapse of coverage, from another home service provider. Waiving of the 30-day waiting period is at the sole discretion of us.

III. REQUESTING SERVICE – CALL (800) 545-0402

- A. We must be notified as soon as the malfunction is discovered and prior to expiration of the Agreement. You can request service by calling 1-800-545-0402. We will accept service requests 24 hours a day, 7 days a week. We will not provide service until all past due Trade Service Call Fees and Plan Fees are made current.
- B. Upon request for service under normal circumstances, we will contact an authorized Service Contractor within two (2) days during normal business hours and four (4) days on weekends and holidays after you request service. The authorized Service Contractor will contact you to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. We will accept your request to expedite scheduling of non-emergency service only when a Service Contractor is available. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, you may be required to pay an additional fee.
- C. We have the sole and absolute right to select the Service Contractor to perform the service. We will not reimburse for services performed without its prior approval.
- D. We reserve the right to obtain a second opinion at our expense. In the event that we inform you the malfunction is not covered under this Agreement, you have the right to request a second opinion of the cause of the malfunction. You must ask us for a second opinion from another Service Contractor within seven (7) days from us informing you the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, then we may, in our discretion, decide whether to accept Coverage under this Agreement. If you request a second opinion, you will be responsible for the payment of an additional Trade Service Call Fee only if the outcome of the second opinion is the same as the initial opinion.
- E. In the event we authorize or request you to contact an independent service contractor to perform a covered service, we will provide reimbursement for an authorized amount of the cost you incur for the repair or replacement services. Acceptable proof of the repair and your actual itemized costs must be provided to and approved by us before any reimbursement will be paid. We are not responsible for expenses you incur without our express consent. We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.
- F. If service work performed under this contract should fail, then we will make the necessary repairs without an additional Trade Service Call Fee for a period of 90 days on parts and 30 days on labor.

IV. TRADE SERVICE CALL FEE

NOTE: The amount of your Trade Service Call Fee is listed on your Agreement Coverage Summary.

- A. You are required to pay a \$75 Trade Service Call Fee for each trade service request you submit to us.
- B. The Trade Service Call Fee applies to each call dispatched and scheduled, including but not limited to those calls where Coverage is approved or denied, included or excluded, covered or not covered. The Trade Service Call Fee also applies in the event you fail to be present at a scheduled time, or in the event you cancel a service request at the time a Service Contractor is in route to your home or at your home. Failure to pay the Trade Service Call Fee will result in suspension or cancellation of Agreement until such time as the proper Trade Service Call Fee is paid. At that time, the Agreement may be reinstated; however, the contract period will not be extended.
- C. If a particular repair or replacement fails within 30 days, we will send a Service Contractor to repair the failure and you will not be charged an additional Trade Service Call Fee.

V. COVERAGE

Coverage is dependent on plan you selected. Please refer to your Agreement Coverage Summary page. Coverage is for no more than one (1) unit, system, or appliance, unless additional fees are paid or specified otherwise. If no additional fees are paid, covered unit, system, or appliance is at our sole discretion. Certain limitations of liability apply to covered systems and appliances.

A. Air Conditioning System

Note: Coverage available on Air Conditioning units up to a 5-ton capacity, and for residential use only.

COVERED: Mechanical parts and components of two (2) ducted electric central air conditioning systems. All components and parts for units below 13 SEER and/or R-22 equipment, and when we are unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair and/or replacement will be performed with 13 SEER/R410A equipment and/or 7.7 HSPF or higher compliant, except:



NOT COVERED: Filters; condenser casings; registers and grills; water towers; humidifiers; chillers; electronic air cleaners; window units; non-ducted wall units; mini-split wall units; gas air conditioning systems; water evaporative coolers; swamp coolers; condensate pumps; thermal expansion valves; all exterior condensing, cooling and pump pads; disconnect boxes; roof mounts, jacks, stands or supports; cost for crane rentals; electronic, computerized, and manual systems management and zone controllers; commercial grade equipment; refrigerant conversion; leak detections; water leaks; drain line stoppages or drain pans; maintenance; rusted and/or corroded coils; component short to ground; noise without a related mechanical failure; improperly sized units; air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications; improper use of metering devices (i.e. thermal expansion valves). We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment. We will pay up to \$10 per pound per occurrence for refrigerant. You are responsible for payment of any costs in excess of \$10 per pound.

PLATINUM PLUS UPGRADE INCLUDES: window units; non-ducted wall units; haul away and permit fees up to \$250 per contract term.

B. Heating System

Note: Coverage available on units up to a 5-ton capacity, and for residential use only.

COVERED: Mechanical parts and components of two (2) systems, either hot water and steam heating system or centrally ducted forced air gas/electric/oil heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (programmable and electronic set back units will be replaced only with standard units); heat exchangers; heating elements; ignitor and pilot assemblies; internal system controls; wiring; and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property.

NOT COVERED: Chimneys, flues, and liners; cleaning and re-lighting of pilots; concrete encased or inaccessible ductwork; concrete encased or inaccessible steam or radiant heating coils or lines; conditions of water flow restriction due to scale, rust, minerals and other deposits; cracked heat exchangers; rusted and/or corroded heat exchangers; maintenance and cleaning; calcium build-up; evaporator coil pan; primary or secondary drain pans; fossil and dual fuel control systems and other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; heat lamps; pellet stoves; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; valves; key valves; oil filters, nozzles, or strainers; humidifiers; inaccessible water/steam lines leading to or from system; backflow preventers; individual space heaters; panels and/or cabinetry; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; maintenance; noise without a related mechanical failure; improperly sized heating systems; mismatched systems; and structural components.

PLATINUM PLUS UPGRADE INCLUDES free-standing or portable heating units; haul away and permit fees up to \$250 per contract term.

C. Refrigerator

Note: Refrigerator must be located in the kitchen.

COVERED: All components and parts, including integral freezer unit, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers, beverage dispensers and their respective equipment; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

D. Clothes Washer

COVERED: All components and parts, except:

NOT COVERED: Soap dispensers; removable minitubs; filter screens; knobs and dials; doors, door seals and hinges; glass; leveling and balancing; damage to clothing; commercial units; noise without a related mechanical failure; conditions of water flow restriction due to scale, rust, minerals and other deposits.

E. Clothes Dryer

COVERED: All components and parts, except:

NOT COVERED: Venting; lint screens; knobs and dials; doors, door seals, and hinges; glass; leveling and balancing; noise without a related mechanical failure; damage to clothing; conditions of air flow restriction due to a lack of maintenance and/or clogged lint screens.

F. Plumbing System and Stoppage

Note: Mainline stoppages are only covered if there is an accessible ground level clean out.

COVERED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots; toilet tanks, bowls and mechanisms within the toilet tank (replaced with builder's grade as necessary); toilet wax ring seals; valves for shower, tub, and diverter angle stops, rinses and gate valves; built-in bathtub whirlpool motor and pump assemblies; stoppages and/or clogs in drain and sewer lines up to 100 feet from access point. Repair and finish of any walls or ceilings where it is necessary to break through to effect repair is only covered to the following extent: repair of walls or ceilings to rough finish up to \$500 per claim. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work.

NOT COVERED: All plumbing in or under the ground, foundation or slab; all piping and plumbing outside of the perimeter of the foundation; any piping or plumbing in a detached structure; stoppage of concrete encased lines; any fees for locating, accessing or installing cleanouts; removal of water closets/toilets in order to clear stoppages, any fees for photo/video equipment, hydro-jetting equipment; jet or steam clearing; chemicals; stoppages caused by root invasion; stoppages caused by foreign objects, such as but not limited to, sanitary wipes, toys, bottle caps, etc.; bath tubs; toilet lids and seats; sinks; cracked porcelain; basket and strainers; pop-up assemblies; tub waste overflow; glass; bidets; electronic toilets/bidets; caulking or grout; color or purity of the water in the system; concrete encased plumbing; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust, sediment, and other deposits; exterior hose bibs; faucets and fixtures; water softeners; freeze damage; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; saunas and/or steam systems; polybutylene or quest piping; galvanized drain lines; drum traps; flange; repair and finish of any floors where it is necessary to break through to effect repairs; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; shower enclosures and base pans. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

PLATINUM PLUS UPGRADE INCLUDES: faucets and fixtures; exterior hose bibs; toilet lids and seats; basket and strainers; pop-up assemblies. Builder's standard equipment is used when replacement is necessary.

G. Water Heater

COVERED: All components and parts for gas and/or electric hot water heaters, including circulating pumps, except:

NOT COVERED: Auxiliary and secondary holding/storage tanks; main, holding or storage tanks; expansion tanks; base pans; drain pans and drain lines; line restrictions; pressure reducing valve; sediment build-up; mineral and/or calcium build-up; rust and corrosion; combustion shutdown; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; tankless hot water heaters; low boy and/or squat water heaters; solar water heaters including all solar components and parts; any noise without a related mechanical failure; racks; straps; timers; energy management systems; commercial grade equipment and units exceeding 75 gallons. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

PLATINUM PLUS UPGRADE INCLUDES: haul away and permit fees up to \$250 per contract term.

H. Whirlpool Bathtub

COVERED: Mechanical parts and components including accessible electrical controls; accessible plumbing lines; air pumps; gaskets; and primary circulation pump and motor.

NOT COVERED: Bathtub shell; heaters; lights; multi-media systems; faucets and fixtures; caulking and grout; drains; jets; conditions of water flow restriction due to scale, rust, minerals and other deposits; failures due to dry operation of equipment; gaining access to electrical, component parts, and/or piping; tiles and marble; and tub enclosure. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.



I. Electrical System

COVERED: All components and parts, except:

NOT COVERED: Attic exhaust fans; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; fire, carbon monoxide alarm and/or detection systems; batteries; intercom or speaker systems; doorbells; multi-media systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; service entrance cables; telephone systems; telephone wiring; cable wiring; alarm and/or security systems and wiring; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; solar power systems and panels; all solar components and parts; energy management systems; commercial grade equipment; auxiliary or sub-panels; bus bars; broken and/or severed wires; rerunning of new wiring for broken wires; wire tracing; central vacuum systems. Failures and conditions caused by inadequate wiring capacity, inadequate size breakers, circuit overload, power failure/shortage or surge, and corrosion are not covered. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

J. Oven/Range/Stove/Cooktop

COVERED: All mechanical components and parts, except:

NOT COVERED: Doors; door seals; hinges; handles; glass; knobs; lighting; clocks (unless they affect the cooking function of the unit); meat probe assemblies, rotisseries; racks and trays; downdrafts; range exhaust hoods; independent telescoping range exhaust; exhaust fan not solely for venting range/cooktop fumes; filters and screens; venting; sensi-heat burners will only be replaced with standard burners; drip pans; self-cleaning mechanisms including door latches; commercial units.

K. Built-In Microwave

COVERED: All mechanical components and parts, except:

NOT COVERED: Doors; hinges; handles; glass; knobs; lights; clocks (unless they affect the cooking function of the unit); meat probe assemblies, rotisseries; racks and trays; interior linings; arcing; portable or counter top units.

L. Dishwasher

COVERED: All mechanical components and parts, except:

NOT COVERED: Doors; door seals; hinges; handles; glass; knobs; racks, trays, and baskets; rollers; damage caused by broken glass; noise without a related mechanical failure; maintenance and cleaning; commercial units; portable units.

M. Garbage Disposal

COVERED: All components and parts, including entire unit, except:

NOT COVERED: Failures and/or jams caused by bones, eggshells; glass, or foreign objects other than food.

N. Trash Compactor

COVERED: All components and parts, except:

NOT COVERED: Portable units; lock and key assemblies; removable buckets; doors; door seals; hinges; handles; damage caused by overloading; commercial units.

O. Ductwork

COVERED: Duct from heating and air conditioning unit to point of attachment at registers or grills, except:

NOT COVERED: Registers and grills; insulation; insulated ductwork; asbestos; vents, flues and breaching; ductwork exposed to outside elements; improperly sized ductwork; separation due to settlement and/or lack of support; damper motors; diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, we will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

P. Garage Door Opener

Note: Coverage is for no more than one (1) unit, system, or appliance, unless additional fees are paid.

COVERED: All components and parts, except:

NOT COVERED: Garage doors; hinges; springs; sensors; chains; travelers; door track assemblies; rollers; lights; keypads; wall buttons; remote receiving and/or transmitting devices.

PLATINUM PLUS UPGRADE INCLUDES: sensors; keypads; wall buttons; remote receiving and/or transmitting devices.

Q. Ceiling and Exhaust Fans

Note: Coverage is for no more than two (2) units, systems, or appliances, unless additional fees are paid. Builder's standard equipment is used when replacement is necessary.

COVERED: Motors; switches; controls; bearings, except:

NOT COVERED: Kitchen exhaust fans; range exhaust fans; attic exhaust fans; fan blades; belts; shutters; filters; lighting. We will pay no more than \$400 per contract term for access, diagnosis, repair and/or replacement.

VI. OPTIONAL COVERAGE

Optional Coverage requires additional payment per item, system, or appliance. You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by us and such Coverage shall expire upon expiration of Coverage period in section II.

A. Pool/Spa Equipment

Note: Shared equipment is covered. If equipment is not shared, then only one or the other is covered unless an additional fee is paid.

COVERED: Above ground components and parts of the pumping, and filtration system including pool sweep motor and pump; pump motor; blower motor and timer; filter; filter timer; gaskets; timer; valves, limited to back flush, actuator, check, and 2 and 3-way valves; relays and switches; above ground plumbing pipes and wiring, except:

NOT COVERED: Portable or above ground spas; access to pool and spa equipment; lights; liners and tile; jets; ornamental fountains, waterfalls and their pumping systems; auxiliary pumps; pool cover and related equipment; fill line and fill valves; built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers; fuel storage tanks; disposable filtration mediums; heat pump; heaters; control panels; control boards; multi-media centers; dehumidifiers; salt water generators and components; salt water systems; cracked or corroded filter casings; grids; cartridges; maintenance; structural defects; solar equipment and components. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

B. Limited Roof Leak

Note: Coverage applies to single family homes only.

COVERED: Repair of shake and composition roof leaks over the occupied living area.

NOT COVERED: Leaks related to patios; porches; decks; metal roofs; foam roofs; shingles; cemwood shakes; cracked and/or missing material; tiles; tar and gravel; flat or built-up roofs; structural leaks; asphalt; gutters; downspouts; skylights; flashing; patio covers; solar components; attic vents; roof jacks; satellite components; antennae; chimney components; partial roof replacement; preventative maintenance. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.



C. Central Vacuum

COVERED: All mechanical components and parts, except:

NOT COVERED: Ductwork; piping; nozzles; hoses; blockages; accessories.

D. Sump Pump

COVERED: Mechanical parts and components of permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

NOT COVERED: Any unit located outside the covered property and/or within crawl spaces; back-up power assemblies; portable or non-hard piped installed units; sewerage ejector pumps; backflow preventers; check valves; piping modifications for new installs. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

E. Well Pump

COVERED: All components and parts of well pump utilized as a main source of water to the home, except:

NOT COVERED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing; holding or storage tanks; digging; locating pump; pump retrieval; redrilling of wells; well casings; pressure tanks; pressure switches and gauges; check valve; relief valve; drop pipe; piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump; booster pumps; well pump and all well pump components for geothermal and/or water source heat pumps. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

F. Septic System

COVERED: Sewage ejector pump for septic system only; jet pump; aerobic pump. Clearing of stoppages within the connecting waste line (leading from the house to the primary septic tank) which are attributable to normal wear and tear and can be accessed through an existing clean out without excavation.

NOT COVERED: Broken or collapsed sewer lines; tile fields; leach beds; leach lines; lateral lines; tanks; insufficient capacity; seepage pits; cesspools and sewage ejector pumps not associated with the septic system. We do not cover the cost associated with locating or gaining access to the septic tank or sewer hook-ups nor do we cover the cost of installing cleanouts or hook ups if they do not already exist; disposal of waste; pumping; chemical treatments of the septic tank or sewer lines, stoppages caused by root invasion and/or stoppages caused by foreign objects, such as but not limited to, toys and bottle caps. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

G. Septic Tank Pumping

COVERED: The septic tank will be pumped once during the Agreement term if the stoppage is due to septic back up only. Coverage applies to main line stoppages and/or clogs and must have existing access or clean out. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch.

NOT COVERED: We do not cover the cost associated with locating or gaining access to the septic tank or sewer hook-ups nor do we cover the cost of installing cleanouts or hook ups if they do not already exist; disposal of waste; chemical treatments of the septic tank or sewer lines; leach beds; leach lines; lateral lines; tanks; cesspools; mechanical pumps and/or systems. We will pay no more than \$200 per contract term for access, diagnosis, repair, and pumping.

H. Second Refrigerator

COVERED: All components and parts, including integral freezer unit, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers, beverage dispensers and their respective equipment; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

I. Stand Alone Freezer

COVERED: All components and parts, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

J. Water Softener

COVERED: Mechanical parts and components of basic single water softener unit, including central head assembly; multi-level/twin softeners; piping to and from unit(s) and system tanks.

NOT COVERED: Any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; inadequate pressure; failure due to excessive water pressure or freeze damage; failures due to mineral and/or sediment; resin bed replacement and salt; leased or rented units; softening agents. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

K. Refrigerator Ice Maker

COVERED: Mechanical components and parts related to the kitchen refrigerator ice maker only, except:

NOT COVERED: Free standing ice makers; Freon; disposal and recapture of Freon; dispensers; ice crushers; water lines and valve to ice maker; line restrictions. We will pay no more than \$200 per contract term for access, diagnosis, repair and/or replacement.

L. Free Standing Ice Maker

COVERED: All mechanical components and parts, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon, ice crushers; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; noise without a related mechanical failure; leveling and balancing; commercial units.

M. GREENguard™

COVERED: If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, and Dishwasher) fails per section I above and subject to all other Agreement inclusions, exclusions and limitations, and it cannot be repaired, we will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except:

NOT COVERED: All other Agreement limitations of liability and exclusions apply.

N. Lawn Sprinkler System

Note: Coverage is for lawn sprinkler systems only.

COVERED: Timers; valves; stoppages, except:

NOT COVERED: Hydraulic systems; malfunctioning due to lack of water pressure; digging of sprinkler lines; water lines; leak detections; batteries; drip irrigation systems; damage due to freezing, pets, cars, or lawn care equipment; sprinkler heads; seasonal maintenance; improper electrical current; systems using water containing corrosive chemicals, electrolytes, sand, dirt, silt, rust or agents that otherwise attack and degrade plastics. We will pay no more than \$200 per contract term for access, diagnosis, repair and/or replacement.

VII. GENERAL LIMITATIONS OF LIABILITY

- A. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions, deficiencies and/or defects.
- B. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.
- C. At times it is necessary to open walls or ceilings to make repairs. The Service Contractor provided by us will close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work.
- D. This Agreement covers only repairs and/or replacements due to mechanical failure attributable to ordinary wear and tear. Accordingly, the Agreement does not cover failures which may result from other causes, such as without limitation abuse; misuse and/or neglect; lack of maintenance; rust and/or corrosion; noise without a related mechanical failure; chemical or sedimentary build up; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property. This Agreement does not cover mechanical failures resulting directly or indirectly from or caused by mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, and/or wet or dry rot regardless of the source, origin, or location and any other cause or event contributing concurrently or in any sequence to the mechanical failure.
- E. This Agreement shall not cover any item(s) if they are mismatched systems with components having incompatible capacity ratings; modified from the original manufacturer design or application; items determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect; improperly installed; or below the slab or basement floor of the home; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure with the exception of central air conditioning unit, main electrical panel) or unless specifically covered with Optional Coverage purchased for items outside the main perimeter.
- F. This Agreement does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations.
- G. This Agreement does not cover any costs associated with construction, carpentry, or other modifications made necessary by the repair or replacement of existing equipment or installing different equipment. This Agreement does not cover any costs associated with any upgrades or modifications to comply with federal, state, and/or local law, code, regulation, or ordinance. All such costs are your responsibility.
- H. SEER (Seasonal Energy Efficiency Ratio) operational compatibility: If we elect to replace an air conditioning condenser or heat pump unit, and it becomes necessary to make a mechanical modification to the evaporator coil in order to provide operational compatibility, we agree to pay the covered costs for one (1) of the following, determination is at our sole discretion, only: expansion metering device, or coil, or air handler. This Agreement does not cover any costs associated with modifications or upgrades required to match efficiency value, rating or ratio.
- I. This Agreement does not cover fees associated with the removal and/or disposal of old systems, appliances and components; any fees or costs associated with Freon reclamation.
- J. This Agreement does not cover fees associated with the removal and/or disposal of hazardous or toxic material or asbestos.
- K. This Agreement does not cover repair or replacement of systems, appliances or components classified by the manufacturer as commercial-grade.
- L. This Agreement does not cover (i) fees associated with use of cranes or other lifting equipment required to service any item or system; or (ii) excavation or other charges associated with gaining access to the well pump; or (iii) electronic computerized energy management systems or devices, or lighting and/or appliance management systems; or (iv) solar systems and solar components.
- M. This Agreement does not cover ductwork with the sole exception of ductwork that is exposed and readily accessible to service a mechanical failure of a covered air conditioning or heating system or item. This Agreement does not cover: asbestos insulated ductwork; concrete encased or inaccessible ductwork; crushed/collapsed ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork. Inaccessible ductwork refers to ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, etc., and ductwork embedded in floors, walls or ceilings.
- N. This Agreement does not cover any costs incurred to gain and/or close access to a covered item, system, appliance or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, toilets, sinks, permanently installed fixtures, cabinets, snow/ice covered areas, flooded areas, or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible for restoring such openings, items, or property. This Agreement does not cover any costs associated with equipment to gain access or permit serviceability such as but not limited to scaffolding.
- O. This Agreement does not cover delays or failures to provide service caused by, or related to any of the exclusions listed herein; shortages of labor and/or materials; or any other cause beyond our reasonable control. This Agreement does not cover additional charges to access or transport materials, supplies, or independent Service Contractors to the covered property due to lack of or inhibited serviceability, such as but not limited to, tolls, required use of ferries or barges and/or remote locations.
- P. This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
- Q. This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or home warranty. Our Coverage is secondary to such insurance, warranties, or guarantees.
- R. This Agreement does not cover any mechanical failure when the covered item or system has been repaired, modified, disabled or adjusted in any way which prevents us or our independent Service Contractor(s) from inspecting, diagnosing and/or repairing the mechanical failure. This Agreement does not cover any mechanical failure to any covered item or system that has been improperly altered, repaired, installed, modified or damaged in the course of remodeling or unauthorized repair.
- S. This Agreement does not cover performance of routine maintenance. You are responsible for performing all routine maintenance and cleaning for all covered items and systems as specified and recommended by the manufacturer. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. We will not pay for repairs or failures that result from your failure to perform normal or routine maintenance.
- T. We are not liable for any damages that result from a Service Contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any Service Contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent Service Contractor, labor difficulties, and/or the negligent, tortuous and/or unlawful acts or omissions of any independent Service Contractor.
- U. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color.

We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, we will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, we will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

- V. We reserve the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which at times may be less than retail, to repair or replace any covered system, component or appliance.
- W. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$1,000 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, Miele, Fisher & Paykel, and etc.
- X. You agree that we are not liable for the negligence or other conduct of the Service Contractor, nor are we an insurer of Service Contractor's performance. You also agree that we are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this Agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will our liability exceed \$1500 per contract item for access, diagnosis, repair and/or replacement.
- Y. In the event you threaten to harm or actually harm the safety or well-being of: (i) THP; (ii) any employee of THP; (iii) a Service Contractor; or (iv) any property of THP or the Service Contractor, you will be in breach of this Agreement. In the event you breach this or any other obligation under this Agreement, THP may refuse to provide service to you and may cancel this Agreement.

VIII. MULTIPLE UNITS AND INVESTMENT PROPERTIES

- A. If the Agreement is for 2-family, 3-family, or 4-family dwelling, then every unit within such dwelling must be covered by the Agreement with applicable Optional Coverage for Coverage to apply to shared systems and appliances.
- B. If this Agreement is for a unit within a multiple unit of five (5) or more, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are excluded.
- C. Except as otherwise provided in this section, shared systems and appliances are excluded.

IX. MEDIATION

In the event of a dispute over claims or Coverage you agree to file a written informal claim with us and allow us twenty (20) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration. All written claims should be mailed to Total Home Protection, Mediation Department, 325 Chestnut Street, Suite 800 / PMB # 3038, Philadelphia, PA 19106, or e-mailed to Mediation@totalhomeprotection.com. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

- A. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
- B. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.
- C. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.
- D. Any claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

X. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

XI. RENEWALS AND TRANSFER OF AGREEMENT

- A. THP may, in its sole discretion, elect to renew this Agreement for a one year contract term, unless otherwise approved by THP. In the event we elect to renew your Agreement, you will be notified of the terms within sixty (60) days prior to expiration of your Agreement. Unless you notify THP prior to expiration of your Agreement, your Agreement will be automatically renewed and you will be charged applicable plan fees.
- B. If you select the monthly payment option and we elect to renew your Agreement, we will notify you of applicable rate and terms of renewal during the tenth month of your Agreement. You will automatically be renewed for a monthly coverage period unless you notify us in writing thirty (30) days prior to the expiration of the Agreement. Your first payment for the next contract term will be construed as authorization for month-to-month charges.
- C. If your covered property is sold during the term of this Agreement, you must notify us of the change in ownership and submit the name of the new owner by phoning 1-800-545-0402 in order to transfer Agreement to the new owner.
- D. You may transfer this Agreement at any time. There is no fee to transfer the Agreement.

XII. CANCELLATION

- A. This Agreement may be cancelled by THP for the following reasons: (i) nonpayment of Agreement fees or other breach of this Agreement by the customer; (ii) nonpayment of Trade Service Call Fee, as stated in section IV; (iii) fraud or misrepresentation by the customer and/or customer representative of facts material to THP's issuance of this Agreement; or (iv) a change in laws or regulations that has a material effect on the business of THP or THP's ability to fulfill its obligations under this Agreement.
- B. You may cancel this Agreement within the first thirty (30) days of the order date for a full refund of the paid contract fees, less any service costs incurred by us.
- C. Mutual agreement of us and you. If this Agreement is canceled after thirty (30) days, you shall be entitled to a pro rata refund at the standard contract fee rate for the unexpired term, less a \$50 administrative fee and any service costs incurred by us. If we have provided services and the amount of the service costs incurred by us is greater than the contract fees paid, then no refund will be due to you. All cancellation requests must be submitted in writing.



Comprehensive Coverage – Supreme Value!

Coverage Available for Buyers & Sellers

Single Family Home (under 5,000 sqft.)
Trade Service Call Fee: \$75.00

COVERED ITEMS

PLUMBING SYSTEM
PLUMBING STOPPAGE
WATER HEATER
WHIRLPOOL BATHTUB
ELECTRICAL SYSTEM
OVEN/RANGE/STOVE
COOKTOP
BUILT-IN MICROWAVE
DISHWASHER
GARBAGE DISPOSAL
TRASH COMPACTOR
DUCTWORK
GARAGE DOOR OPENER
CEILING AND EXHAUST FANS
AIR CONDITIONING SYSTEM
HEATING SYSTEM
REFRIGERATOR
CLOTHES WASHER
CLOTHES DRYER
PLUMBING UPGRADE
GARAGE DOOR OPENER UPGRADE
DISPOSAL FEES
PERMIT FEES
HEATING SYSTEM ADDITIONS
A/C SYSTEM ADDITIONS

Platinum
PLUS*
\$550.00

BUYER



Platinum Plan
\$500.00

BUYER



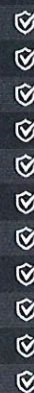
Gold Plan
\$400.00

BUYER



SELLER

Additional
\$60.00



DISCOUNTS on Multi-Year Pricing



Multi-Unit Properties



Duplex Additional \$250
Triplex Additional \$350
Fourplex Additional \$450

OPTIONAL COVERAGE

POOL / SPA
LIMITED ROOF LEAK
SUMP PUMP
WELL PUMP
SEPTIC SYSTEM
SEPTIC PUMPING
WATER SOFTENER
REFRIGERATOR ICE MAKER
SPRINKLER SYSTEM

\$150
\$50
\$50
\$75
\$100
\$60
\$50
\$50
\$75

\$150
\$50
\$50
\$75
\$100
\$60
\$50
\$50
\$75

\$150
\$50
\$50
\$75
\$100
\$60
\$50
\$50
\$75

*Subject to a \$1,000 cap for all trades during listing period. Coverage renewable at THP's option each 6 month period, up to 18 months.

1 - Complete your enrollment form

Property Information			Seller Information		Buyer Information	
Property Address to be Covered			First Name	Last Name	First Name	Last Name
City	State	Zip	Phone Number	Email Address	Phone Number	Email Address
Listing Expiration Date (if selling)			Mailing Address (Only if different from covered property)		Mailing Address (Only if different from covered property)	
Closing Company Information			Real Estate Company Information Initiating Real Estate Associate		Cooperating Real Estate Associate Information	
Closing Company Name			Real Estate Company Name		Main Office Phone Number	
Main Office Phone Number	Fax Number		Main Office Phone Number	Fax Number	Agent Name	Agent Email
Estimated Closing Date	Closing Number		Agent Name	Agent Email		
Closing Representative Name	Email Address					

2 - Select Coverage & Options (prices listed are for homes under 5,000 sqft)

Platinum PLUS Coverage

Buyer's / Seller's Coverage - Single Family Home

☐ 1 Year \$550 ☐ 2 Year \$900 ☐ 3 Year \$1300 ☐ 5 Year \$2000

Multiple Units - Buyer's coverage only. Not available for New Construction.

☐ Duplex +\$250 /year ☐ Triplex +\$350 /year ☐ Fourplex +\$350 /year

* the Platinum PLUS Package provides Buyers and Sellers with extra coverage for items traditionally not covered by basic home warranty plans. Some examples of additional coverage include, but are not limited to: fees required for permits mandated by federal or local government, disposal or haul away fees, plumbing fixtures, and more! Please refer to the Service Agreement for complete list of upgrades.

Platinum Plan Coverage

Buyer's / Seller's Coverage - Single Family Home

☐ 1 Year \$500 ☐ 2 Year \$850 ☐ 3 Year \$1200 ☐ 5 Year \$1850

Multiple Units - Buyer's coverage only. Not available for New Construction.

☐ Duplex +\$220 /year ☐ Triplex +\$320 /year ☐ Fourplex +\$420 /year

Gold Plan Coverage

Buyer's / Seller's Coverage - Single Family Home

☐ 1 Year \$400 ☐ 2 Year \$750 ☐ 3 Year \$1050 ☐ 5 Year \$1650

Multiple Units - Buyer's coverage only. Not available for New Construction.

☐ Duplex +\$200 /year ☐ Triplex +\$300 /year ☐ Fourplex +\$400 /year

Optional Coverage (per year)

<input type="checkbox"/> Pool / Spa	\$150
<input type="checkbox"/> Limited Roof Leak	\$50
<input type="checkbox"/> Sump Pump	\$50
<input type="checkbox"/> Well Pump	\$75
<input type="checkbox"/> Septic System	\$100
<input type="checkbox"/> Septic Pumping	\$60
<input type="checkbox"/> Water Softener	\$50
<input type="checkbox"/> Refrigerator Ice Maker	\$50
<input type="checkbox"/> Sprinkler System	\$75

Seller's optional coverage requires the purchase of buyer's coverage.

<input type="checkbox"/> For Seller Seller's coverage maximum 180 days.	\$60
<input type="checkbox"/> Coverage address is above 5,000 sqft.	\$300

PLAN TOTAL	\$
Optional Coverage Total	\$
TOTAL COST	\$

Agreement Funded by:

☐ Seller ☐ Buyer ☐ Other

Please make checks payable to:
TOTAL HOME PROTECTION

Mail to: 300 McGaw Drive, 2nd FL, Edison, NJ 08837



3 - Acceptance or Waiver

☐ Acceptance of Coverage: Applicant acknowledges that he/she understands the terms and conditions of coverage and authorizes closing agent to pay the required fees upon closing.

☐ Waiver of Coverage: I hereby decline the protection plan that has been presented to me. I agree to hold real estate broker and agent harmless in the event of a subsequent mechanical failure that otherwise would have been covered under the protection plan.

Signature: _____ Date: _____ Confirmation # (Provided by THP): _____

Case ID: 200300433



What's a Home Warranty?

A home warranty is a service contract that covers the repair or replacement of covered items in your home that break down due to normal wear and tear. A home warranty may also be referred to as appliance insurance, home service contract, or an appliance warranty.

Coverage Benefits

- *Convenience, savings, and peace of mind*
- *Value added service to attract home buyers*
- *Minimize after sale concerns*

Protect Yourself from the Unexpected

A Total Home Protection warranty can protect you and your family from unforeseen, costly household repair bills. Appliances and major systems break down all the time, it's a part of life. Don't be left holding the bag...safeguard your budget with a trusted home warranty plan from Total Home Protection.

"Excellent customer service! The repair men were punctual, knowledgeable, and friendly. They even took their time fixing the refrigerator to make certain it was done correctly. Overall, I'm a very happy customer. ..."

- Tina from Ohio



HOW DOES IT WORK?

- Call or request service online
- Local pre-screened professionals
- Small trade service fee
- Covered item is repaired or replaced



FOR A FREE QUOTE — CALL (800) 545-0402

Home Sellers Warranty

When selling your home, the last thing you want to worry about is the expense of repairing or replacing your home's major systems and appliances. Home warranties offer protection against unforeseen household repair bills. This can be a value added incentive when listing your property for sale. In addition, a home warranty can also reduce a seller's after-sale exposure by shielding the buyer from covered repairs.

If you have an older home, you may want to consider adding a home warranty. With newer homes constantly coming on the market, the warranty will help entice your buyer to steer your way. Home buyers logically prefer warranties that are included in the sale of a home.

How do I transfer my policy to a new homeowner?

If your covered property is sold during the term of the contract, simply notify us of the change in ownership and submit the name of the new owner by calling 1-800-545-0402. You may transfer the home warranty at any time.

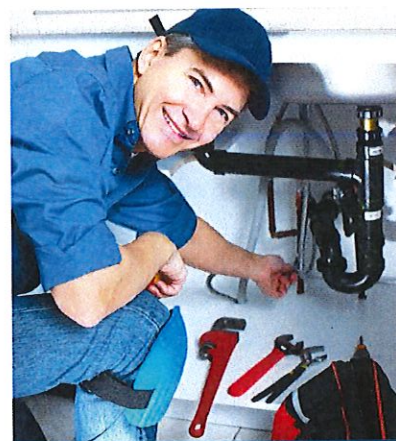
When does coverage begin?

Coverage begins 30 days from enrollment and receipt of applicable contract fees. We reserve the right to waive the 30-day grace period so long as you provide proof of prior coverage, showing no lapse of coverage, from another home warranty provider.

Home Buyers Protection

When buying a home, you never know what to expect. Everything may look great on the outside, but what's on the inside is what matters most. A THP home warranty can help alleviate the concerns of after-sale major system or appliance breakdowns.

When a covered item fails due to normal wear and tear, simply dial our toll free number and submit your claim request to one of our knowledge and friendly claim representatives. Total Home Protection has a vast network of licensed and insured technicians.



FOR SERVICE, CALL (800) 545-0402

Pricing and Plans

THP offers comprehensive warranty plans to fit every homeowner's budget. Your service agreement will cover repair or replacements of covered items, regardless of age, make or model.

In general, home warranties provide valuable coverage and peace of mind; however, they do not cover all appliance and major system breakdowns. It is important to read and understand the coverage outlined in the service agreement. For a sample contract, please call (800) 545-0402.



Home Warranty vs. Homeowner Insurance

Unlike homeowner's insurance, a Total Home Protection warranty is a service contract that covers essential applications and home system components when they break down due to normal wear and tear – items that most homeowners insurance plans do not cover. Consider it the perfect complement to this standard insurance, not a substitute for it.

A home insurance policy covers any accidental damage to your home and belongings due to theft, storms, fires, and some natural disasters. There are four primary areas covered under the policy: the interior and exterior of your home, personal property in case of theft, loss or damage, and general liability that can arise when a person is injured while on your property.

A home warranty is a service contract that provides for repair or replacement of your system components and appliances that fail due to age and standard wear and tear. Home warranties typically have 12-month contract terms, and are not mandatory to obtain a mortgage. A home warranty is purely elective, but it's a smart purchase.

The question isn't whether or not a breakdown will happen; it's if you'll have a plan to deal with the associated expenses and headaches. Fight back against unexpected breakdowns with a home warranty from THP Home Protection. With two affordable plans for coverage, THP has a solution for everyone's budget.

About Us

We at Total Home Protection have an unwavering commitment to uphold our founding ideals to provide industry-leading home warranty products and exceptional services to the customers we're privileged to serve. Great products are only part of a great company - we hire employees who fit this visionary company commitment.

Total Home Protection strives to constantly offer our customers fast and effective solutions with our network of qualified service contractors. We know you are looking for value for your money, and we believe we provide great value and protection against the high costs of home and appliance repair.

Whether you are planning to buy a new home, sell your existing home, or simply stay put, our products can save time and money. While no home warranty company covers every claim since some claims do fall outside of the service agreement, we go above and beyond to help you get back on your feet. No matter what, we want to help alleviate your problem in any way we can.

Contact Us

Give us a call for more information about our services and products

Total Home Protection
325 Chestnut Street
Philadelphia, PA 19106

Toll Free (800) 545-0402

Info@TotalHomeProtection.com

Visit us on the web at
www.TotalHomeProtection.com

*THP offers service contracts which are not warranties. Terms and conditions apply. See contract for limitations, exclusions, and specifics on response times.

**THP reserves the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which at times may be less than retail, to repair or replace any covered system, component, or appliance.







HOME WARRANTY PROTECTION

What's a Home Warranty?

A home warranty is a service contract that covers the repair or replacement of covered items in your home that break down due to normal wear and tear. A home warranty may also be referred to as appliance insurance, home service contract, or an appliance warranty.

Coverage Benefits

- Convenience, savings, and peace of mind
- Value added service to attract home buyers
- Minimize after sale concerns

Protect Yourself from the Unexpected

A Total Home Protection warranty can protect you and your family from unforeseen, costly household repair bills. Appliances and major systems break down all the time, it's a part of life. Don't be left holding the bag...safeguard your budget with a trusted home warranty plan from Total Home Protection.

"Excellent customer service! The repair men were punctual, knowledgeable, and friendly. They even took their time fixing the refrigerator to make certain it was done correctly. Overall, I'm a very happy customer. ..."

- Tina from Ohio



HOW DOES IT WORK?

- Call or request service online
- Local pre-screened professionals
- Small trade service fee
- Covered item is repaired or replaced

CALL 1-800-545-0402

www.TotalHomeProtection.com

Case ID: 200300433

EXHIBIT “F.”



From: Info@totalhomeprotection.com <Info@totalhomeprotection.com>

Sent: [REDACTED]

To: [REDACTED]

Subject: Your Home Warranty Plan

To ensure delivery of Total Home Protection emails, please add Info@totalhomeprotection.com to your address book.

Welcome to Total Home Protection - We've Got You Covered!

Dear [REDACTED]

Thank you for choosing Total Home Protection. Our home warranty plans take the unexpected expense out of home repairs. When a covered item breaks, simply call 1-800-545-0402. Our Claims Department is available 24-hours a day, 7 days a week.

Please review your policy details below and make sure it is accurate:

Policy Number: [REDACTED]

Policy Holder: [REDACTED]

Coverage Address: [REDACTED]

Plan: platinum

Optional Coverage: Pool / Spa

Term: 06/10/2018 - 06/11/2019

Plan Price: [REDACTED] *(Payments made to "Total Home Protection" will appear on your credit card statement.)*

Service Call Fee: [REDACTED]

Your hard copy policy will be mailed to you within 10-15 days. The mailing address on file is [REDACTED]

[REDACTED] We appreciate your patience.

At Total Home Protection, we strive to constantly offer our customers fast and effective solutions with our network of qualified service contractors. We sincerely thank you for this opportunity to serve you. If you have any questions or concerns, please contact us at 1-800-545-0402.

Sincerely,

Total Home Protection

Toll Free: (800) 545-0402

Customer Service Hours: Monday-Friday, 9am-7pm EST

Total Home Protection
325 Chestnut Street Philadelphia, Pennsylvania 19106 United States (800) 545-0402

EXHIBIT “G.”



Terms & Conditions

This Service Agreement, hereinafter referred to as the "Agreement", is issued by the entity listed for your state on the Coverage Summary page. Such entity is hereinafter referred to as "THP", or "we", "us", and/or "our". The owner of the property covered by this Agreement is hereinafter referred to as "you" and/or "your". THP offers home service contracts, which are not warranties. Terms may vary in different states. THP reserves the right to revise this Agreement at any time and you are deemed to be apprised of and bound by any changes to this Agreement.

Certain items and events are not covered by this Agreement. Please read the Agreement carefully. Coverage includes only certain mechanical failures of the specific items listed as covered on your Agreement Coverage Summary and excludes all other failures and/or items. The Agreement Coverage Summary is attached to and made a part of this Agreement.

I. BASIS FOR COVERAGE

During the term of this Agreement, we agree to pay the covered costs to repair or replace the items listed as covered on your Agreement Coverage Summary if any such items become inoperable due to mechanical failure caused by normal wear and tear. Determination of Coverage including the operational condition as of the Agreement effective date for any claim will be made solely by us, considering but not limited to, our independent contractor's diagnosis, hereinafter referred to as the "Service Contractor". This Agreement does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE CONTRACTOR and is not itself undertaking to repair or replace any such systems or components. This Agreement covers single-family homes, new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fees are paid. This Agreement will not cover systems or appliances within (a) commercial properties; (b) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools and/or professional offices; (c) common areas of condominiums, multi-family houses and/or cooperatives; (d) vacant properties, and; (e) foreclosed/short sold properties. Coverage applies to the systems and components mentioned as "covered" in accordance with the terms and conditions of this Agreement so long as such systems and components:

- A. Become inoperable due to normal wear and tear; and
- B. Are in place and in proper working order on the effective date of this Agreement; and
- C. Are located inside the confines of the main foundation of the home or attached or detached garage, with the exception of the air conditioner, exterior pool/spa, septic system, and well pump.

II. TERM

Coverage starts 30 days after acceptance of application by us and receipt of applicable Agreement fees and continues for 365 days from that date. We reserve the right to waive the 30-day grace period so long as you provide proof or prior coverage, showing no lapse of coverage, from another home service provider. Waiving of the 30-day waiting period is at the sole discretion of us.

III. REQUESTING SERVICE – CALL (800) 545-0402

- A. We must be notified as soon as the malfunction is discovered and prior to expiration of the Agreement. You can request service by calling 1-800-545-0402. We will accept service requests 24 hours a day, 7 days a week. We will not provide service until all past due Trade Service Call Fees and Plan Fees are made current.
- B. Upon request for service under normal circumstances, we will contact an authorized Service Contractor within two (2) days during normal business hours and four (4) days on weekends and holidays after you request service. The authorized Service Contractor will contact you to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. We will accept your request to expedite scheduling of non-emergency service only when a Service Contractor is available. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, you may be required to pay an additional fee.
- C. We have the sole and absolute right to select the Service Contractor to perform the service. We will not reimburse for services performed without its prior approval.
- D. We reserve the right to obtain a second opinion at our expense. In the event that we inform you the malfunction is not covered under this Agreement, you have the right to request a second opinion of the cause of the malfunction. You must ask us for a second opinion from another Service Contractor within seven (7) days from us informing you the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, then we may, in our discretion, decide whether to accept Coverage under this Agreement. If you request a second opinion, you will be responsible for the payment of an additional Trade Service Call Fee only if the outcome of the second opinion is the same as the initial opinion.
- E. In the event we authorize or request you to contact an independent service contractor to perform a covered service, we will provide reimbursement for an authorized amount of the cost you incur for the repair or replacement services. Acceptable proof of the repair and your actual itemized costs must be provided to and approved by us before any reimbursement will be paid. We are not responsible for expenses you incur without our express consent. We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.

F. If service work performed under this contract should fail, then we will make the necessary repairs without an additional Trade Service Call Fee for a period of 90 days on parts and 30 days on labor.

IV. TRADE SERVICE CALL FEE

NOTE: The amount of your Trade Service Call Fee is listed on your Agreement Coverage Summary.

A. You are required to pay a Trade Service Call Fee for each trade service request you submit to us.

B. The Trade Service Call Fee applies to each call dispatched and scheduled, including but not limited to those calls where Coverage is approved or denied, included or excluded, covered or not covered. The Trade Service Call Fee also applies in the event you fail to be present at a scheduled time, or in the event you cancel a service request at the time a Service Contractor is in route to your home or at your home. Failure to pay the Trade Service Call Fee will result in suspension or cancellation of Agreement until such time as the proper Trade Service Call Fee is paid. At that time, the Agreement may be reinstated; however, the contract period will not be extended.

C. If a particular repair or replacement fails within 30 days, we will send a Service Contractor to repair the failure and you will not be charged an additional Trade Service Call Fee.

V. COVERAGE

Coverage is dependent on plan you selected. Please refer to your Agreement Coverage Summary page. Coverage is for no more than one (1) unit, system, or appliance, unless additional fees are paid or specified otherwise. If no additional fees are paid, covered unit, system, or appliance is at our sole discretion. Certain limitations of liability apply to covered systems and appliances.

A. Air Conditioning System

Note: Coverage available on Air Conditioning units up to a 5-ton capacity, and for residential use only.

COVERED: Mechanical parts and components of two (2) ducted electric central air conditioning systems. All components and parts for units below 13 SEER and/or R-22 equipment, and when we are unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair and/or replacement will be performed with 13 SEER/R410A equipment and/or 7.7 HSPF or higher compliant, except:

NOT COVERED: Filters; condenser casings; registers and grills; water towers; humidifiers; chillers; electronic air cleaners; window units; non-ducted wall units; mini-split wall units; gas air conditioning systems; water evaporative coolers; swamp coolers; condensate pumps; thermal expansion valves; all exterior condensing, cooling and pump pads; disconnect boxes; roof mounts, jacks, stands or supports; cost for crane rentals; electronic, computerized, and manual systems management and zone controllers; commercial grade equipment; refrigerant conversion; leak detections; water leaks; drain line stoppages or drain pans; maintenance; rusted and/or corroded coils; component short to ground; noise without a related mechanical failure; improperly sized units; air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications; improper use of metering devices (i.e. thermal expansion valves). We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment. We will pay up to \$10 per pound per occurrence for refrigerant. You are responsible for payment of any costs in excess of \$10 per pound.

B. Heating System

Note: Coverage available on units up to a 5-ton capacity, and for residential use only.

COVERED: Mechanical parts and components of two (2) systems, either hot water and steam heating system or centrally ducted forced air gas/electric/oil heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (programmable and electronic set back units will be replaced only with standard units); heat exchangers; heating elements; ignitor and pilot assemblies; internal system controls; wiring; and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property.

NOT COVERED: Chimneys, flues, and liners; cleaning and re-lighting of pilots; concrete encased or inaccessible ductwork; concrete encased or inaccessible steam or radiant heating coils or lines; conditions of water flow restriction due to scale, rust, minerals and other deposits; cracked heat exchangers; rusted and/or corroded heat exchangers; maintenance and cleaning; calcium build-up; evaporator coil pan; primary or secondary drain pans; fossil and dual fuel control systems and other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; heat lamps; pellet stoves; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; valves; key valves; oil filters, nozzles, or strainers; humidifiers; inaccessible water/steam lines leading to or from system; backflow preventers; individual space heaters; panels and/or cabinetry; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; maintenance; noise without a related mechanical failure; improperly sized heating systems; mismatched systems; and structural components.

C. Refrigerator

Note: Refrigerator must be located in the kitchen.

COVERED: All components and parts, including integral freezer unit, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers, beverage dispensers and their respective equipment; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

D. Clothes Washer

COVERED: All components and parts, except:

NOT COVERED: Soap dispensers; removable minitubs; filter screens; knobs and dials; doors, door seals and hinges; glass; leveling and balancing; damage to clothing; commercial units; noise without a related mechanical failure; conditions of water flow restriction due to scale, rust, minerals and other deposits.

E. Clothes Dryer

COVERED: All components and parts, except:

NOT COVERED: Venting; lint screens; knobs and dials; doors, door seals, and hinges; glass; leveling and balancing; noise without a related mechanical failure; damage to clothing; conditions of air flow restriction due to a lack of maintenance and/or clogged lint screens.

F. Plumbing System and Stoppage

Note: Mainline stoppages are only covered if there is an accessible ground level clean out.

COVERED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots; toilet tanks, bowls and mechanisms within the toilet tank (replaced with builder's grade as necessary); toilet wax ring seals; valves for shower, tub, and diverter angle stops, rinses and gate valves; permanently installed interior sump pumps; built-in bathtub whirlpool motor and pump assemblies; stoppages and/or clogs in drain and sewer lines up to 100 feet from access point. Repair and finish of any walls or ceilings where it is necessary to break through to effect repair is only covered to the following extent: repair of walls or ceilings to rough finish up to \$500 per claim. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work.

NOT COVERED: All plumbing in or under the ground, foundation or slab; all piping and plumbing outside of the perimeter of the foundation; any piping or plumbing in a detached structure; stoppage of concrete encased lines; any fees for locating, accessing or installing cleanouts; removal of water closets/toilets in order to clear stoppages, any fees for photo/video equipment, hydro-jetting equipment; jet or steam clearing; chemicals; stoppages caused by root invasion; stoppages caused by foreign objects, such as but not limited to, sanitary wipes, toys, bottle caps, etc.; bath tubs; toilet lids and seats; sinks; cracked porcelain; basket and strainers; pop-up assemblies; tub waste overflow; glass; bidets; electronic toilets/bidets; caulking or grout; color or purity of the water in the system; concrete encased plumbing; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust, sediment, and other deposits; exterior hose bibs; faucets and fixtures; water softeners; freeze damage; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; saunas and/or steam systems; polybutylene or quest piping; galvanized drain lines; drum traps; flange; repair and finish of any floors where it is necessary to break through to effect repairs; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; shower enclosures and base pans. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

G. Water Heater

COVERED: All components and parts for gas and/or electric hot water heaters, including circulating pumps, except:

NOT COVERED: Auxiliary and secondary holding/storage tanks; main, holding or storage tanks; expansion tanks; base pans; drain pans and drain lines; line restrictions; pressure reducing valve; sediment build-up; mineral and/or calcium build-up; rust and corrosion; combustion shutdown; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; tankless hot water heaters; low boy and/or squat water heaters; solar water heaters including all solar components and parts; any noise without a related mechanical failure; racks; straps; timers; energy management systems; commercial grade equipment and units exceeding 75 gallons. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

H. Whirlpool Bathtub

COVERED: Mechanical parts and components including accessible electrical controls; accessible plumbing lines; air pumps; gaskets; and primary circulation pump and motor.

NOT COVERED: Bathtub shell; heaters; lights; multi-media systems; faucets and fixtures; caulking and grout; drains; jets; conditions of water flow restriction due to scale, rust, minerals and other deposits; failures due to dry operation of equipment; gaining access to electrical, component parts, and/or piping; tiles and marble; and tub enclosure. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

I. Electrical System

COVERED: All components and parts, except:

NOT COVERED: Attic exhaust fans; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; fire, carbon monoxide alarm and/or detection systems; batteries; intercom or speaker systems; doorbells; multi-media systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; service entrance cables; telephone systems; telephone wiring; cable wiring; alarm and/or security systems and wiring; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; solar power systems and panels; all solar components and parts; energy management systems; commercial grade equipment; auxiliary or sub-panels; bus bars; broken and/or severed wires; rerunning of new wiring for broken wires; wire tracing; central vacuum systems. Failures and conditions caused by inadequate wiring capacity, inadequate size breakers, circuit overload, power failure/shortage or surge, and corrosion are not covered. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

J. Oven/Range/Stove/Cooktop

COVERED: All mechanical components and parts, except:

NOT COVERED: Doors; door seals; hinges; handles; glass; knobs; lighting; clocks (unless they affect the cooking function of the unit); meat probe assemblies, rotisseries; racks and trays; downdrafts; range exhaust hoods; independent telescoping range exhaust; exhaust

fan not solely for venting range/cooktop fumes; filters and screens; venting; sensi-heat burners will only be replaced with standard burners; drip pans; self-cleaning mechanisms including door latches; commercial units.

K. Built-In Microwave

COVERED: All mechanical components and parts, except:

NOT COVERED: Doors; hinges; handles; glass; knobs; lights; clocks (unless they affect the cooking function of the unit); meat probe assemblies; rotisseries; racks and trays; interior linings; arcing; portable or counter top units.

L. Dishwasher

COVERED: All mechanical components and parts, except:

NOT COVERED: Doors; door seals; hinges; handles; glass; knobs; racks, trays, and baskets; rollers; damage caused by broken glass; noise without a related mechanical failure; maintenance and cleaning; commercial units; portable units.

M. Garbage Disposal

COVERED: All components and parts, including entire unit, except:

NOT COVERED: Failures and/or jams caused by bones, eggshells; glass, or foreign objects other than food.

N. Trash Compactor

COVERED: All components and parts, except:

NOT COVERED: Portable units; lock and key assemblies; removable buckets; doors; door seals; hinges; handles; damage caused by overloading; commercial units.

O. Ductwork

COVERED: Duct from heating and air conditioning unit to point of attachment at registers or grills, except:

NOT COVERED: Registers and grills; insulation; insulated ductwork; asbestos; vents, flues and breaching; ductwork exposed to outside elements; improperly sized ductwork; separation due to settlement and/or lack of support; damper motors; diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, we will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

P. Garage Door Opener

Note: Coverage is for no more than one (1) unit, system, or appliance, unless additional fees are paid.

COVERED: All components and parts, except:

NOT COVERED: Garage doors; hinges; springs; sensors; chains; travelers; door track assemblies; rollers; lights; keypads; wall buttons; remote receiving and/or transmitting devices.

Q. Ceiling and Exhaust Fans

Note: Coverage is for no more than two (2) units, systems, or appliances, unless additional fees are paid. Builder's standard equipment is used when replacement is necessary.

COVERED: Motors; switches; controls; bearings, except:

NOT COVERED: Kitchen exhaust fans; range exhaust fans; fan blades; belts; shutters; filters; lighting. We will pay no more than \$400 per contract term for access, diagnosis, repair and/or replacement.

VI. OPTIONAL COVERAGE

Optional Coverage requires additional payment per item, system, or appliance. You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by us and such Coverage shall expire upon expiration of Coverage period in section II.

A. Pool/Spa Equipment

Note: Shared equipment is covered. If equipment is not shared, then only one or the other is covered unless an additional fee is paid.

COVERED: Above ground components and parts of the pumping, and filtration system including pool sweep motor and pump; pump motor; blower motor and timer; filter; filter timer; gaskets; timer; valves, limited to back flush, actuator, check, and 2 and 3-way valves; relays and switches; above ground plumbing pipes and wiring, except:

NOT COVERED: Portable or above ground spas; access to pool and spa equipment; lights; liners and tile; jets; ornamental fountains, waterfalls and their pumping systems; auxiliary pumps; pool cover and related equipment; fill line and fill valves; built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers; fuel storage tanks; disposable filtration mediums; heat pump; heaters; control panels; control boards; multi-media centers; dehumidifiers; salt water generators and components; salt water systems; cracked or corroded filter casings; grids; cartridges; maintenance; structural defects; solar equipment and components. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

B. Limited Roof Leak

Note: Coverage applies to single family homes only.

COVERED: Repair of shake and composition roof leaks over the occupied living area.

NOT COVERED: Leaks related to patios; porches; decks; metal roofs; foam roofs; shingles; cemwood shakes; cracked and/or missing material; tiles; tar and gravel; flat or built-up roofs; structural leaks; asphalt; gutters; downspouts; skylights; flashing; patio covers; solar components; attic vents; roof jacks; satellite components; antennae; chimney components; partial roof replacement; preventative maintenance. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

C. Central Vacuum

COVERED: All mechanical components and parts, except:

NOT COVERED: Ductwork; piping; nozzles; hoses; blockages; accessories.

D. Sump Pump

COVERED: Mechanical parts and components of permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

NOT COVERED: Any unit located outside the covered property and/or within crawl spaces; back-up power assemblies; portable or non-hard piped installed units; sewerage ejector pumps; backflow preventers; check valves; piping modifications for new installs. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

E. Well Pump

COVERED: All components and parts of well pump utilized as a main source of water to the home, except:

NOT COVERED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing; holding or storage tanks; digging; locating pump; pump retrieval; redrilling of wells; well casings; pressure tanks; pressure switches and gauges; check valve; relief valve; drop pipe; piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump; booster pumps; well pump and all well pump components for geothermal and/or water source heat pumps. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

F. Septic System

COVERED: Sewage ejector pump for septic system only; jet pump; aerobic pump. Clearing of stoppages within the connecting waste line (leading from the house to the primary septic tank) which are attributable to normal wear and tear and can be accessed through an existing clean out without excavation.

NOT COVERED: Broken or collapsed sewer lines; tile fields; leach beds; leach lines; lateral lines; tanks; insufficient capacity; seepage pits; cesspools and sewage ejector pumps not associated with the septic system. We do not cover the cost associated with locating or gaining access to the septic tank or sewer hook-ups nor do we cover the cost of installing cleanouts or hook ups if they do not already exist; disposal of waste; pumping; chemical treatments of the septic tank or sewer lines, stoppages caused by root invasion and/or stoppages caused by foreign objects, such as but not limited to, toys and bottle caps. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

G. Septic Tank Pumping

COVERED: The septic tank will be pumped once during the Agreement term if the stoppage is due to septic back up only. Coverage applies to main line stoppages and/or clogs and must have existing access or clean out. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch.

NOT COVERED: We do not cover the cost associated with locating or gaining access to the septic tank or sewer hook-ups nor do we cover the cost of installing cleanouts or hook ups if they do not already exist; disposal of waste; chemical treatments of the septic tank or sewer lines; leach beds; leach lines; lateral lines; tanks; cesspools; mechanical pumps and/or systems. We will pay no more than \$200 per contract term for access, diagnosis, repair, and pumping.

H. Second Refrigerator

COVERED: All components and parts, including integral freezer unit, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers, beverage dispensers and their respective equipment; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

I. Stand Alone Freezer

COVERED: All components and parts, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon; ice makers, ice crushers; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; food spoilage; noise without a related mechanical failure; multi-media centers and internet connection components.

J. Water Softener

COVERED: Mechanical parts and components of basic single water softener unit, including central head assembly; multi-level/twin softeners; piping to and from unit(s) and system tanks.

NOT COVERED: Any and all treatment, purification, odor control, iron filtration components and systems; discharge drywells; inadequate pressure; failure due to excessive water pressure or freeze damage; failures due to mineral and/or sediment; resin bed replacement and salt; leased or rented units; softening agents. We will pay no more than \$500 per contract term for access, diagnosis, repair and/or replacement.

K. Refrigerator Ice Maker

COVERED: Mechanical components and parts related to the kitchen refrigerator ice maker only, except:

NOT COVERED: Free standing ice makers; Freon; disposal and recapture of Freon; dispensers; ice crushers; water lines and valve to ice maker; line restrictions. We will pay no more than \$200 per contract term for access, diagnosis, repair and/or replacement.

L. Free Standing Ice Maker

COVERED: All mechanical components and parts, except:

NOT COVERED: Racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; Freon; disposal and recapture of Freon, ice crushers; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; noise without a related mechanical failure; leveling and balancing; commercial units.

M. GREENguard™

COVERED: If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, and Dishwasher) fails per section I above and subject to all other Agreement inclusions, exclusions and limitations, and it cannot be repaired, we will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except:

NOT COVERED: All other Agreement limitations of liability and exclusions apply.

N. Lawn Sprinkler System

Note: Coverage is for lawn sprinkler systems only.

COVERED: Timers; valves; stoppages, except:

NOT COVERED: Hydraulic systems; malfunctioning due to lack of water pressure; digging of sprinkler lines; water lines; leak detections; batteries; drip irrigation systems; damage due to freezing, pets, cars, or lawn care equipment; sprinkler heads; seasonal maintenance; improper electrical current; systems using water containing corrosive chemicals, electrolytes, sand, dirt, silt, rust or agents that otherwise attack and degrade plastics. We will pay no more than \$200 per contract term for access, diagnosis, repair and/or replacement.

VII. GENERAL LIMITATIONS OF LIABILITY

A. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii) known or unknown pre-existing conditions, deficiencies and/or defects.

B. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

C. At times it is necessary to open walls or ceilings to make repairs. The Service Contractor provided by us will close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like. Rough finish is defined to include hanging of drywall, patching of drywall, stucco, and lath. Repair to rough finish does not include supplies or labor for paint, sanding, wall texture, wallpaper and/or tile work.

D. This Agreement covers only repairs and/or replacements due to mechanical failure attributable to ordinary wear and tear. Accordingly, the Agreement does not cover failures which may result from other causes, such as without limitation abuse; misuse and/or neglect; lack of maintenance; rust and/or corrosion; noise without a related mechanical failure; chemical or sedimentary build up; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property. This Agreement does not cover mechanical failures resulting directly or indirectly from or caused by mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, and/or wet or dry rot regardless of the source, origin, or location and any other cause or event contributing concurrently or in any sequence to the mechanical failure.

E. This Agreement shall not cover any item(s) if they are mismatched systems with components having incompatible capacity ratings; modified from the original manufacturer design or application; items determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect; improperly installed; or below the slab or basement floor of the home; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure with the exception of central air conditioning unit, main electrical panel) or unless specifically covered with Optional Coverage purchased for items outside the main perimeter.

F. This Agreement does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations.

G. This Agreement does not cover any costs associated with construction, carpentry, or other modifications made necessary by the repair or replacement of existing equipment or installing different equipment. This Agreement does not cover any costs associated with any upgrades or modifications to comply with federal, state, and/or local law, code, regulation, or ordinance. All such costs are your responsibility.

H. SEER (Seasonal Energy Efficiency Ratio) operational compatibility: If we elect to replace an air conditioning condenser or heat pump unit, and it becomes necessary to make a mechanical modification to the evaporator coil in order to provide operational compatibility, we agree to pay the covered costs for one (1) of the following, determination is at our sole discretion, only: expansion metering device, or coil, or air handler. This Agreement does not cover any costs associated with modifications or upgrades required to match efficiency value, rating or ratio.

I. This Agreement does not cover fees associated with the removal and/or disposal of old systems, appliances and components; any fees or costs associated with Freon reclamation.

J. This Agreement does not cover fees associated with the removal and/or disposal of hazardous or toxic material or asbestos.

K. This Agreement does not cover repair or replacement of systems, appliances or components classified by the manufacturer as commercial-grade.

L. This Agreement does not cover (i) fees associated with use of cranes or other lifting equipment required to service any item or system; or (ii) excavation or other charges associated with gaining access to the well pump; or (iii) electronic computerized energy management systems or devices, or lighting and/or appliance management systems; or (iv) solar systems and solar components.

M. This Agreement does not cover ductwork with the sole exception of ductwork that is exposed and readily accessible to service a mechanical failure of a covered air conditioning or heating system or item. This Agreement does not cover: asbestos insulated ductwork; concrete encased or inaccessible ductwork; crushed/collapsed ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork. Inaccessible ductwork refers to ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, etc., and ductwork embedded in floors, walls or ceilings.

N. This Agreement does not cover any costs incurred to gain and/or close access to a covered item, system, appliance or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, toilets, sinks, permanently installed fixtures, cabinets, snow/ice covered areas, flooded areas, or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible for restoring such openings, items, or property. This Agreement does not cover any costs associated with equipment to gain access or permit serviceability such as but not limited to scaffolding.

O. This Agreement does not cover delays or failures to provide service caused by, or related to any of the exclusions listed herein; shortages of labor and/or materials; or any other cause beyond our reasonable control. This Agreement does not cover additional charges to access or transport materials, supplies, or independent Service Contractors to the covered property due to lack of or inhibited serviceability, such as but not limited to, tolls, required use of ferries or barges and/or remote locations.

P. This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.

Q. This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or home warranty. Our Coverage is secondary to such insurance, warranties, or guarantees.

R. This Agreement does not cover any mechanical failure when the covered item or system has been repaired, modified, disabled or adjusted in any way which prevents us or our independent Service Contractor(s) from inspecting, diagnosing and/or repairing the mechanical failure. This Agreement does not cover any mechanical failure to any covered item or system that has been improperly altered, repaired, installed, modified or damaged in the course of remodeling or unauthorized repair.

S. This Agreement does not cover performance of routine maintenance. You are responsible for performing all routine maintenance and cleaning for all covered items and systems as specified and recommended by the manufacturer. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. We will not pay for repairs or failures that result from your failure to perform normal or routine maintenance.

T. We are not liable for any damages that result from a Service Contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any Service Contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent Service Contractor, labor difficulties, and/or the negligent, tortuous and/or unlawful acts or omissions of any independent Service Contractor.

U. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, we will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. We reserve the right to locate parts at any time. We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, we will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

V. We reserve the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which at times may be less than retail, to repair or replace any covered system, component or appliance.

W. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$1,000 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, Miele, Fisher & Paykel, and etc.

X. You agree that we are not liable for the negligence or other conduct of the Service Contractor, nor are we an insurer of Service Contractor's performance. You also agree that we are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this Agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will our liability exceed \$1500 per contract item for access, diagnosis, repair and/or replacement.

Y. In the event you threaten to harm or actually harm the safety or well-being of: (i) THP ; (ii) any employee of THP ; (iii) a Service Contractor; or (iv) any property of THP or the Service Contractor, you will be in breach of this Agreement. In the event you breach this or any other obligation under this Agreement, THP may refuse to provide service to you and may cancel this Agreement.

VIII. MULTIPLE UNITS AND INVESTMENT PROPERTIES

A. If the Agreement is for 2-family, 3-family, or 4-family dwelling, then every unit within such dwelling must be covered by the Agreement with applicable Optional Coverage for Coverage to apply to shared systems and appliances.

B. If this Agreement is for a unit within a multiple unit of five (5) or more, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are excluded.

C. Except as otherwise provided in this section, shared systems and appliances are excluded.

IX. MEDIATION

In the event of a dispute over claims or Coverage you agree to file a written informal claim with us and allow us twenty (20) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration. All written claims should be mailed to Total Home Protection, Mediation Department, 325 Chestnut Street, Suite 800, Philadelphia, PA 19106, or e-mailed to Mediation@TotalHomeProtection.com .

Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

A. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

B. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.

C. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Pennsylvania.

D. Any claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

X. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

XI. RENEWALS AND TRANSFER OF AGREEMENT

A. THP may, in its sole discretion, elect to renew this Agreement for a one year contract term, unless otherwise approved by THP . In the event we elect to renew your Agreement, you will be notified of the terms within sixty (60) days prior to expiration of your Agreement. Unless you notify THP prior to expiration of your Agreement, your Agreement will be automatically renewed and you will be charged applicable plan fees.

B. If you select the monthly payment option and we elect to renew your Agreement, we will notify you of applicable rate and terms of renewal during the tenth month of your Agreement. You will automatically be renewed for a monthly coverage period unless you notify us in writing thirty (30) days prior to the expiration of the Agreement. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

C. If your covered property is sold during the term of this Agreement, you must notify us of the change in ownership and submit the name of the new owner by phoning 1-800-545-0402 in order to transfer Agreement to the new owner.

D. You may transfer this Agreement at any time. There is no fee to transfer the Agreement.

XII. CANCELLATION

A. This Agreement may be cancelled by THP for the following reasons: (i) nonpayment of Agreement fees or other breach of this Agreement by the customer; (ii) nonpayment of Trade Service Call Fee, as stated in section IV; (iii) fraud or misrepresentation by the customer and/or customer representative of facts material to THP's issuance of this Agreement; or (iv) a change in laws or regulations that has a material effect on the business of THP or THP's ability to fulfill its obligations under this Agreement.

B. You may cancel this Agreement within the first thirty (30) days of the order date for a full refund of the paid contract fees, less any service costs incurred by us.

C. Mutual agreement of us and you. If this Agreement is canceled after thirty (30) days, you shall be entitled to a pro rata refund at the standard contract fee rate for the unexpired term, less a \$50 administrative fee and any service costs incurred by us. If we have provided services and the amount of the service costs incurred by us is greater than the contract fees paid, then no refund will be due to you. All cancellation requests must be submitted in writing.

Total Home Protection

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- ▶ Testimonials
- ▶ Become a Service Provider
- ▶ Vendor Center

Resources

- ▶ 1-800-545-0402
- ▶ Rate Us At [homewarrantyreviews.com](#)
- ▶ FAQs
- ▶ Privacy Policy
- ▶ Terms & Conditions

**Have Questions? Call Us!**

Our experts are standing by

1-800-545-0402

*By entering my information and submitting for a free quote, I am providing express consent to Total Home Protection to be contacted via email, phone, pre-recorded messages, and text, including my wireless phone number, regarding product and servicing information using automated technology, even if it is registered on a federal, state, or corporate Do Not Call list. Message and data rates may apply. I understand that consent is not a condition of purchase or receipt of services. If my area is not covered, I may be referred to an alternate provider. Click Here to view full Privacy Policy.

**Terms and conditions apply. THP offers service contracts which are not warranties. Coverage not available in NV. See contract for limitations and specifics on response times. THP reserves the right to offer cash back in lieu of repair or replacement in the amount of our actual cost, which at times may be less than retail, to repair or replace any covered system, component, or appliance.

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Management

EXHIBIT “H.”



CLAIM REIMBURSEMENT FORM

In the event we authorize or request you to contact an independent service contractor to perform a covered service, we will provide reimbursement for an authorized amount of the cost you incur for the repair or replacement services. Acceptable proof of the repair and your actual itemized costs must be provided to and approved by us before any reimbursement will be paid. We are not responsible for expenses you incur without our express consent. We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.

Reimbursement is only available for covered* repairs as described in the Terms of Service of the Service Agreement. Coverage limitations can be found at www.totalhomeprotection.com/terms.

All consumers are given a pre-set \$100 Authorization Limit.

If the gross repair estimate exceeds the pre-set \$100 Authorization Limit, please call the Authorizations Department for approval prior to performing any further repairs. The Authorizations Department can be reached at (800) 545-0402, option 4 followed by option 1. **The Authorization Department is only open during normal business hours.**

Gross repair totals include the Trade Service Call Fee, diagnosis, parts, labor, and tax. Your Trade Service Call Fee as stated on your Agreement Coverage Summary will be deducted from the gross total.

In order to be properly reimbursed for covered* repairs, please complete and return this form along with an itemized receipt of repairs to either:

- EMAIL: claims@TotalHomeProtection.com
- FAX: (888) 766-1842
- MAIL: 325 Chestnut Street, Suite 800
Philadelphia, PA 19106

Please allow 30 days to received your authorized reimbursement.

CONTRACT NUMBER:	
NAME:	
COVERAGE ADDRESS*:	
MAILING ADDRESS:	
HOME PHONE:	
WORK PHONE:	
EMAIL:	
CLAIM #:	
AUTHORIZATION #:	
TOTAL:	\$

*Coverage is subject to the limitations and exclusions set forth in the Home Service Agreement. Please read your contract carefully.

By signing below, I acknowledge that I am of legal age, have provided true and complete information, and have received a copy of the Home Service Agreement. Submission of this form is not a guarantee of reimbursement.

Signature: _____ X Date: _____

EXHIBIT “I.”

----- Forwarded message -----

From: **Total Home Protection** <claims@totalhomeprotection.com>

Date: Wed, Aug 29, 2018 at 8:43 AM

Subject: Your Claim Has Been Assigned to a Contractor
[REDACTED]

To ensure delivery of Total Home Protection emails, please add claims@totalhomeprotection.com to your address book.



Policy #: [REDACTED]

Claim #: [REDACTED]

[REDACTED]
Total Home Protection has received a claim for your Air Conditioning for your covered property located at [REDACTED] Your claim number is [REDACTED]

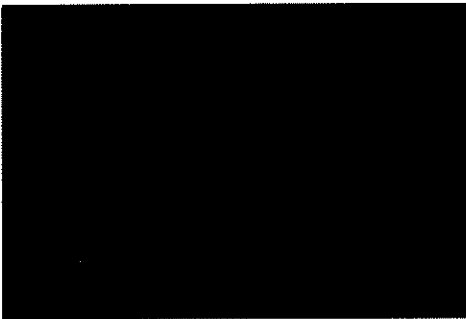
Your claim has been assigned to Todd's Residential Heating & Cooling, LLC. They can be reached at 4175226446 or hvactodd70@gmail.com. Please contact the service contractor directly to schedule a mutually convenient appointment. Upon the technicians arrival you will be required to pay a \$60 service call fee.

If you have any questions or concerns, please contact Customer Service during normal business hours at (800) 545-0402.

Thank you,

Total Home Protection
Hours: Monday - Friday, 9:00am - 7:00pm EST
TotalHomeProtection.com

Total Home Protection 325 Chestnut Street Philadelphia, Pennsylvania 19106 United States (800) 545-0402



Click [here](#) to report this email as spam.

EXHIBIT “J.”

CLAIM # [REDACTED]



RELEASE AGREEMENT

This RELEASE AGREEMENT ("Agreement") is made this [REDACTED] day of [REDACTED] by and between [REDACTED] ("Releasor"), Policy No. [REDACTED] (the "Policy") and Total Home Protection ("Releasee").

The parties to this Agreement wish to resolve all disputes between Releasor and Releasee, including but not limited to, Claim No. [REDACTED] (the "Claim") and therefore agree as follows:

- 1. Goodwill for Claim.** Upon the execution of this Agreement, the parties agree that Releasee will provide a goodwill payment to Releasor for the Claim. Releasee may, in its sole discretion, send this payment directly to the authorized service technician assigned to the Claim.
- 2. Release.** For the consideration described below, Releasor hereby irrevocably, fully, and unconditionally releases Releasee and its past, present, and future parents, partners, affiliates, subsidiaries, directors, officers, shareholders, employees, agents, predecessors, successors, representatives, attorneys (and employees and associates thereof), heirs, executors, administrators, or assigns, from all known or unknown claims, suits, or challenges of any nature whatsoever, including any and all legal, equitable or other claims, counterclaims, cross-claims, third-party claims, complaints, causes of action, arbitration proceedings, suits in law or equity, and demands whatsoever, liquidated or unliquidated, from the beginning of the world to the date of this Agreement, all of which are fully released by the Releasor.
- 3. Non-disclosure.** Releasor by signing below, agrees to refrain from disclosing to any third party, the existence or content of this Agreement, and the existence or content of the information, documents and items related to the Claim or the relationship between Releasor and Releasees. If Releasor violates this paragraph, Releasee shall be entitled to an immediate full refund of the Payment as well as any other damages, including costs and actual attorneys' fees, incurred by Releasee in enforcing this Agreement.
- 4. Releasor's Obligations.** Releasor agrees to remove, delete, and erase any and all negative reviews posted online, including but not limited to Facebook, social media, review websites, blog posts, BBB, and the like. Releasor also agrees to close out any and all consumer complaints as resolved and/or satisfactory.
- 5. Releasee's Obligations.** In consideration of the foregoing, Releasee agrees to provide Releasor, within 15 days of the execution of this Agreement the sum of \$ [REDACTED] (the "Payment").
- 6. Execution.** This Agreement shall be binding upon the undersigned. Releasor has read and understood all the terms & conditions listed in this Agreement.

Date:

(Releasor)

325 Chestnut Street, Suite 800
Philadelphia, PA 19106
Tel (800) 545-0402 | Fax (856) 283-4947
www.totalhomeprotection.com