

# Frequently Asked Questions

## **What is a home warranty?**

A home warranty is a service contract that protects homeowners against the cost of unexpected covered repairs of their major systems and appliances that break down due to normal wear and tear.\*

## **If I have homeowners insurance. Why do I need a home warranty?**

Your homeowner's insurance is hazard insurance, and only covers items damaged in fires, flooding, wind, and other natural disasters. A Home Warranty covers repairs of properly maintained household appliances and mechanical systems that fail due to normal wear and tear.

## **My mechanical systems and appliances are older, will they covered?**

Yes, the age of a home or its systems and appliances does not matter. We cover items that have been properly maintained and are in good working condition.\*

## **Can I sign up for a Home Warranty Plan if I am not buying or selling a home?**

Yes, you can purchase a home warranty plan during home ownership or even as a renter. You do not have to be involved in a real estate transaction.

## **What are some examples of a claim would not be covered?**

Stanley Warranty nor will not cover known or unknown pre-existing conditions, misuse, abuse, or failure to clean or maintain the covered systems and appliances.\*

## **Does my home have to be inspected before I buy a home warranty?**

No, however it is a good idea to inspect your home to make sure all items are in good working order. Consequently, the contract does not cover any known or unknown pre-existing conditions Stanley Warranty reserves the right to request the inspection report performed prior to settlement and/or maintenance records for the covered item.

## **When does coverage begin?**

Coverage begins the day of the settlement for the buyers and 30 days after enrollment and receipt of applicable contract fees for the current home owners, landlords or renters and continues for 365 from your start date.

## **If an item needs to be replaced, and the replacement unit is unavailable what happens?**

If a covered item that needs to be replaced is not available, Stanley Warranty will offer a cash payment for the amount of Stanley Warranty's replacement cost, which at times may be less than retail.

## **How do I get service?**

Make one toll-free call to our Claims Department at 1-888-STANLEY(888-782-6539). Our call center is available 24 hours a day, 7 days a week, 365 days a year. You may also submit a claim online or via email.

## **Is there a service call fee?**

Not for buyers or current home owners or renters, only sellers are required to pay a \$80 service call fee per claim, no matter what the actual cost of the repair or replacement for your covered item.\* Sellers receive the Warranty at no cost. This fee is payable directly to the technician that comes to your home.

## **When and how do I renew?**

The plan may be renewable. In that event, you will be notified of the prevailing rate and terms of renewal. Plan will automatically renew once a year unless cancelled in writing 30 days prior to expiration date.

For Detailed Coverage Read Terms and Conditions\*





# Sellers

Absolutely FREE coverage during the listing (up to 6 months) If you sell the property and the warranty is included in the final sale, payment is due at the time of closing. If the property does not sell and the warranty is not included in the final offer, the warranty cancels and no money is owed regardless if there have been repairs made under the warranty.\*

You get a peace of mind and a budget protection against untimely and expensive repairs during the listing of your home.

You get protection after the sale. The home buyer now has a place to go for repair work to mechanical systems instead of inconveniencing you after the sale.

You get potential buyers confidence that your property is sound and provides them with protection that they will not get with the purchase of another home.

You get to cover the gap that is created by the exclusion to your homeowners' insurance coverage (subject to the Terms and Conditions of the Warranty)



# Buyers

You get a peace of mind on one of the largest investments of your life. No more worrying about expensive repairs on your home's appliances and mechanical systems. One toll-free number is all you need.

You get to afford a budgeted protection after buying a home. You fill the "wear and tear" gap that is created by the exclusion to your homeowners' insurance coverage (subject to the Terms and Conditions of the warranty).

While a thorough inspection by a professional home inspector or by yourself will ensure mechanical systems and appliances are in working order on the day of inspection, no one has the ability to predict when one of the covered systems will fail.

Your Stanley Warranty Home Protection Plan gives you the confidence that your mechanical systems and appliances will be covered in the event of a breakage or failure.

You get loyalty rewards and extensive benefits from our Safety Club, which saves you hundreds and sometimes thousands of dollars.



## Home Warranty Facts

- 8 out of 10 buyers prefer to buy a home with a warranty.<sup>1</sup>
- Homes with warranties return a sales price that averages 3% higher.
- Homes on the market with a warranty included sell on average 50% faster than homes without.
- Homeowners spend an average of \$1,800 each year to repair home systems and appliances.
- The average life expectancy of nine critical appliances/home systems is 13 years, and the likelihood of failure of one of these systems in a given year is over 60%
- Home system or appliance repair can range from \$65 to \$3,000.

Covered Items	Club Plan	Club Plan <small>No. 1</small>	Club Plan	Club Plan
	Gold	Silver	Bronze	Major Systems
Range	✔	✔	✔	✖
Oven	✔	✔	✔	✖
Cook Top	✔	✔	✔	✖
Stove	✔	✔	✔	✖
Refrigerator	✔	✔	✔	✖
Dishwasher	✔	✔	✔	✖
Built-in Microwave	✔	✔	✔	✖
Trash Compacter	✔	✔	✔	✖
Clothes Washer	✔	✔	✖	✖
Clothes Dryer	✔	✔	✖	✖
Disposal	✔	✔	✖	✖
Hot Water Heater	✔	✔	✖	✔
Central A/C	✔	✔	✖	✔
Furnace	✔	✔	✖	✔
Telephone Wiring	✔	✔	✔	✖
Interior Wiring	✔	✖	✖	✔
Garage Door	✔	✖	✖	✖
Central Vac	✔	✖	✖	✖
Exhaust Fan	✔	✖	✖	✖
Burglar Alarm	✔	✖	✖	✖
Hot Water Dispenser	✔	✖	✖	✖
Interior Plumbing	✔	✖	✖	✖
Freezer	✔	✖	✖	✖
Ductwork	✔	✖	✖	✖

I. COVERED PROPERTY INFORMATION

Address of Covered Property: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Agent introducing warranty transaction: \_\_\_\_\_

☐ Seller's Agent ☐ Buyer's Agent ☐ None (Direct Sale)

II. BUYER INFORMATION

Name: \_\_\_\_\_

Home Phone:(     ) \_\_\_\_\_ Alt. Phone:(     ) \_\_\_\_\_

Real Estate Company: \_\_\_\_\_

Agent: \_\_\_\_\_ Phone: (     ) \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

III. SELLER INFORMATION

Name: \_\_\_\_\_

Seller's New Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Home Phone: (     ) \_\_\_\_\_ Alt. Phone: (     ) \_\_\_\_\_

Real Estate Company: \_\_\_\_\_

Agent: Phone: (     ) \_\_\_\_\_

Agent Email Address: \_\_\_\_\_

Verification of seller coverage should be sent to which address?

☐ Covered Property Address ☐ Seller's New Address

IV. CLOSING COMPANY INFORMATION (only needed if invoicing)

Closing Company: \_\_\_\_\_

Closer's Name: \_\_\_\_\_

Closing Company Fax: (     ) \_\_\_\_\_ Closing Date: \_\_\_\_\_

Email: \_\_\_\_\_

Method of Payment: ☐ Check - Make Payable to: Stanley Warranty

Credit Card: ☐ Visa ☐ MC ☐ Amex ☐ Discover

Card Number \_\_\_\_\_

Exp. Date: \_\_\_\_\_ CSC Code: \_\_\_\_\_

Name On the Card \_\_\_\_\_



Plan Registration For Questions or Renewals call  
1-888-STANLEY(888-782-6539)

**NOTICE:** Coverage includes only those systems, appliances and components that were in proper operating condition at the contract effective date. Stanley Warranty discloses to the purchaser of this warranty, and the purchaser consents and acknowledges by his/her signature that the employing broker may receive a minimal fee for services rendered in marketing or administering the sale of this warranty program.

☐ **ACCEPTANCE OF COVERAGE:** Applicant acknowledges that he/she understands the terms and conditions of coverage.

☐ **WAIVER OF COVERAGE:** I hereby decline to purchase the home warranty plan which has been presented to me. I agree to hold the real estate broker and agent harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the home warranty plan.

SELECT COVERAGE

Prices valid until 12/31/2013. For multi-unit properties or multi-year coverage, call for pricing.

Seller Coverage..... ☐ 6 Months FREE

**Seller Options:** ☐ A/C and Heat Coverage \$85  
Seller Options Fees are due at the time of warranty registration. Be sure to include applicable sales tax.

TOTAL: \$ \_\_\_\_\_

Buyer's Coverage:

Coverage .....GOLD CLUB PLAN ☐ \$599.99  
Coverage .....SILVER CLUB PLAN ☐ \$489.99  
Coverage .....BRONZE CLUB PLAN ☐ \$339.99  
Coverage .....SYSTEMS CLUB PLAN ☐ \$359.99  
Coverage .....WRAPAROUND PLAN ☐ \$299.99

Buyer Options

Pool ..... ☐ \$200  
Well Pump ..... ☐ \$85  
Whirlpool Bath..... ☐ \$60  
Lawn Sprinkler..... ☐ \$200  
Water Softener ..... ☐ \$60  
Icemaker (Free Standing)..... ☐ \$60

Ask about other Buyer Extras:

Subtotal: \_\_\_\_\_

Multi-Year Subtotal ( \_\_\_\_ Yrs x Subtotal): \_\_\_\_\_

New Construction Discount: \_\_\_\_\_

Sales Tax (Applicable %): \_\_\_\_\_ % **Total:** \$ \_\_\_\_\_

**STANLEY SAFE CLUB**  
**PLEASE READ CAREFULLY**

This service agreement, (hereinafter referred to as “Stanley Club Plan”) is between Stanley Warranty (herein after referred to as, “We”, “Us”, and “Our”) and the STANLEY CLUB PLAN’s Purchaser (hereinafter referred to as “Purchaser”, “You”, and “Your”).

**I. WHAT YOUR STANLEY CLUB PLAN COVERS:**

The provisions of the STANLEY Club Plan provide for the repair reimbursement of covered parts and labor for "Mechanical or Electrical Breakdown" less a Homeowner Trade Service Fee or Deductible if applicable on specific Plans. Mechanical or Electrical breakdown is defined as failure, (not gradual reduction in operating performance due to wear and tear), of a defective covered part or faulty workmanship of a covered part. If you require assistance in paying for the repair, Stanley can pay or provide service for if we are notified prior to repair. If approved, replacement will be made with like kind and quality, and a description of all repairs will be furnished to, and signed by the Purchaser. Meaningful service will be initiated, under normal circumstances, within 48 hours of your request and will be completed as soon as possible. Emergency service is available 24 hours a day for Central Home Heating and Air Conditioning Systems, if those products are named in Section II of this agreement. Service is considered an emergency when the Central Home Heating malfunctions during a period of cold weather or when the temperature below 40 degrees Fahrenheit or Air Conditioning System malfunctions during a period of warm weather when the temperature exceeds 95 degrees Fahrenheit.

**II. EQUIPMENT ELIGIBLE FOR COVERAGE UNDER THE STANLEY CLUB PLAN:**

*GOLD PROTECTION INCLUDES:*

[Range] [Refrigerator] [Washer] [Interior Wiring]  
[Oven] [Dishwasher] [Dryer] [Garage Door Opener]  
[Cooktop] [Built In Microwave] [Water Heater] [Central Vacuum System]  
[Stove] [Trash Compactor] [Central Air Conditioner] [Exhaust Fan]  
[Telephone Wiring] [Garbage Disposal] [Central Home Heating] [Burglar Alarm]  
[Hot Water Dispenser] [Interior Plumbing] [Freezer] [Ductwork]

*SILVER PROTECTION INCLUDES:*

[Range] [Refrigerator] [Washer]  
[Oven] [Dishwasher] [Dryer]  
[Cooktop] [Built In Microwave] [Water Heater]  
[Stove] [Trash Compactor] [Central Air Conditioner]  
[Telephone Wiring] [Garbage Disposal] [Central Home Heating]

*BRONZE PROTECTION INCLUDES:*

[Range] [Refrigerator]  
[Oven] [Dishwasher]  
[Cooktop] [Built In Microwave]  
[Stove] [Trash Compactor]  
[Telephone Wiring]

*BASIC PROTECTION INCLUDES:*

[Central Air Conditioning System]  
[Central Home Heating System]  
[Water Heater]  
[Electrical- Excluding switches/Receptacles/Fixtures]

*OPTIONAL ADD-ON COVERAGE:*

A/C Freon Recapture Add'l Dishwasher Add'l Refrigerator Add'l Air Conditioning  
Microwave Burglar/Fire Alarm Ceiling Fan Central Home Heating  
Central Vacuum Circulating Fans Circulating Pumps Cooktop/Range/Oven  
Door Bells Dryer Ductwork Exhaust Fans Free Standing Ice Makers Freezer  
Garage Door System Hot Water Dispenser House Heat Pump/AC & Heat  
Garbage Disposal Instant Hot Water Dispenser Interior Electrical Interior Plumbing  
Lawn Sprinkler System Plumbing Stoppages \$50 Service fee  
Pool Heat Pump Pressure Regulators Removal of Existing Unit Septic  
Smoke Detectors Sump Pump Swimming Pool Telephone Wiring  
Toilet Tanks & Bowls Trash Compactor Washer Water Heater  
Water Heater Sediment Water Softener Well Pump Whirlpool Bath  
WrapAround



### III. WHAT PARTS ARE COVERED?

All brands and ages of equipment will be covered under the STANLEY CLUB PLAN subject to availability of repair parts. Only those parts specifically named are eligible for coverage:

[Central Air Conditioning: (Electric)

Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Fluid Pump, Switches, Electrodes, Semi-Conductors, Rectifiers, and Electronic Circuits.]

[Central Home Heating: (Gas or Electric)

Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Fuse, Transformer, Relay, Igniter, Sensor, Motor, Power Pack, Bearings, Pulleys, Fan Control, Pressure Control, Pressure Gauge, Low Water Cut-Off, Sight Glass, Coupler, Power Pile, Fluid Pump, Blower, and Heat Coil.]

[Water Heater: (Gas or Electric)

Gas Valve, Main Burner, Limit Control, Pilot Burner, Thermocouple, Flame Spreader, Regulator, Standard Thermostat, Manifold, Relief Valve, Vent Damper, and Electrical Heating Element.]

[Range:

Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.]

[Oven

Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.]

[Cooktop:

Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls and Elements.]

[Microwave Built-In

Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related Electrical Parts].

[Refrigerator:

Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers and Electronics Circuits.]

[Dishwasher:

Heating Element, Pump, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Related Electrical Parts.]

[Garbage Disposal:

All internal related Motorized or Electrical Parts.]

[Trash Compactor

All internal related Motorized or Electrical Parts.]

[Freezer:

Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers and Electronics Circuits.]

[Washer

Water level switch, water inlet valve, water temperature switch, drive basket, brakes, clutch assembly, timer, lid switch Touch Pad, Control Board, Power Supply, Motor, pump coupling, wigwag, drive belt and Related Electrical Parts].

[Dryer:

Gas valve, main burner, pilot burner, thermocouple, manifold, transformer, relay, regulator, standard thermostat, igniter, fuse, sensor, power pack, seals, drive belt, surface limit control, motor, bearings, pulleys, timer and electrical heating element. related.]

[Electrical:

All Interior wiring excluding switches, receptacles or fixtures]

[Plumbing:

All Interior plumbing excluding fixtures or stoppages]

[Telephone:

All Interior wiring excluding phones, receptacles or switches]

[Garage Door Opener:

All parts and Components related to Garage Door Opener. NOT COVERED: failure caused by improper installation, transmitters, loss controls, and damage to automobiles, exterior touch pads and springs.]

[Central Vacuum System:

All parts and Components. NOT COVERED: conditions of inadequate capacity or clogged lines.

[Hot Water Dispenser:

All internal related Motorized or Electrical Parts.]

[Ductwork:

Coverage for concrete-encased ductwork is limited to \$500.00, less applicable service fees per incident. This limit includes access, diagnosis, repair or replacement, and resurfacing or restoring to a rough finish.

[Exhaust Fan:

All internal related Motorized or Electrical Parts]

[Burglar Alarm:

All internal related Motorized or Electrical Parts]

#### **IV. HOW YOU GET SERVICE:**

The fastest and most accurate way to file a claim is to do it on line at **www.stanleywarranty.com** and click on request service on the top menu. In an emergency you may call our toll free number 1-888-STANLEY(888-782-6539) Option 3 during normal working hours Monday - Friday, 9:00AM ET - 8:00PM ET or Option zero 24 x 7 x 365. Emergency service is available 24 hours a day for Central Home Heating and Air Conditioning Systems, if those products are named in Section II of this STANLEY CLUB PLAN. Service is considered an emergency when the Central Home Heating malfunctions during a period of cold weather or when the temperature below 40 degrees Fahrenheit or Air Conditioning System malfunctions during a period of warm weather when the temperature exceeds 95 degrees Fahrenheit. We will not pay for any services performed without prior authorization. Notice of any mechanical or electrical breakdown must be given to us immediately upon discovery and must be during the coverage period. When you place a service request, we will notify an INDEPENDENT CONTRACTOR (Service Provider) who will contact you directly to schedule a convenient appointment during normal business hours. Under normal circumstance, our service effort will be initiated within 48 hours. Though out the service effort, we urge you to take reasonable measures to prevent secondary damage (ex. turning off water to the home in the case of a major pipe leak).

To ensure you receive reputable and unbiased service, we have an extensive network of SERVICE PROVIDERS who supply service to our Club Members at fair and reasonable rates. Our network, however, is not all inclusive trade, in every town, across the nation. For that reason, we may authorize you to contact an Independent out of Network Contractor directly to obtain Service.

When we request or authorize you to obtain an INDEPENDENT OUT OF NETWORK CONTRACTOR to perform diagnosis and/or service::1) We recommend that the Contractor be qualified and insured, and charge fair and reasonable rates for parts and service.2) Once the technician is at the home, and prior to any services being rendered, you must call our Authorization Department with the technician's diagnosis and dollar amount of services required. 3) We will provide an Authorization Number in writing for the covered services and dollar amount that we have authorized. Failure to contact us as outlined may result in denial of coverage.4) upon completion of the authorized services, the Contractor must provide you an itemized invoice for the authorized charges. 5) You must submit the itemized invoice, including the Authorization Number provided by us, for reimbursement. 6) You are expected to pay the Independent Out-of-Network Contractor directly for the services rendered and then submit the invoice to us for reimbursement.

#### **V. LIMIT OF LIABILITY AND CONDITIONS:**

1. For current property owners this agreement provides coverage on a monthly basis and is billed monthly to your Stanley Club statement. The term of this agreement begins 30 days after payment is processed and ends one month thereafter. It will be automatically renewed on a monthly basis until terminated. Payment information provided initially will be used for all recurring payments unless customer provides new information prior to payment date. Coverage ends in the event of non-payment.
2. In the event that realtor arranged the transaction the term of this agreement begins immediately after payment is processed. Administrator reserves the right to request a copy of an inspection report or a maintenance report for covered item. All Contract Terms are renewed automatically 30 days prior to agreement expiration date unless cancelled within that period by Administrator or Customer. Payment information provided initially will be used for all renewals unless customer provides new information prior to payment date. Coverage ends in the event of non-payment.
3. All occupied homes, condominiums and town homes are eligible for coverage.
4. Old appliances and electronic equipment, being mechanical, may wear out. In addition, parts may not be available for older appliances and electronic equipment. In these cases, the following guidelines will be implemented to provide a replacement allowance. For heating or cooling equipment named in Section II of this agreement, in the initial six months of coverage a fair market value replacement allowance will be paid to the customer if the heating or cooling equipment is under 10 years old and/or the repair exceeds the value or parts are no longer available limited to \$500.00 and in the initial six months of coverage value replacement allowance will be paid to the customer if the heating or cooling equipment is over 10 years old and/or the repair exceeds the value or parts are no longer available will be limited to \$250.00. This replacement allowance will increase to \$1,500.00 after the first six months of coverage. For appliances (non-heating or cooling) and electronic equipment named in section II of this STANLEY CLUB PLAN in the first six months a maximum of \$150.00 replacement allowance will be paid to the customer if the appliance repair exceeds the value or parts are not available to repair the appliance. This replacement allowance will increase to \$1,000.00 after the first six months of coverage. Proof of purchase of a new heating or cooling system or appliance is required in the form of a purchase receipt before this replacement allowance will be paid.
5. The amount we will pay for the repair or replacement of a covered appliance or electronic equipment shall not exceed the original purchase price of the covered appliance or electronic equipment. If we decide to replace the covered appliance or electronic equipment, we are responsible for "replacement" equipment cost of similar features, capacity and efficiency, but not for matching dimensions, brand, or color. We are not responsible for upgrades nor for the cost of construction, carpentry, or other modifications made necessary by existing equipment or installing equipment or taxes.

6. In the event that there is any other collectible insurance, warranty, or guaranty coverage available to the Purchaser covering a loss also covered by this STANLEY CLUB PLAN, this STANLEY CLUB PLAN will pay in excess of and not contribute with other insurance, warranty or guaranty.
7. All equipment covered by this STANLEY CLUB PLAN must be an ongoing part of the residence and in good working condition at the time you sign up for the program and be reasonably clean and accessible at the time of service. From time to time we may require you to provide any previous maintenance/service records related to your service request.
8. As part of your Stanley Club Plan, free troubleshooting is provided for you. If it is determined that the service that you are requesting can be fixed with just a minor adjustment or it is maintenance related and you are insisting that you need a qualified technician we will provide service for you, but if it is determined that coverage under this STANLEY CLUB PLAN does not apply, or no covered breakdown is discovered, you are responsible for the entire cost of the repair visit.
9. If you are delinquent in your payments, service under this STANLEY CLUB PLAN may be denied.
10. The price of this service may be adjusted from time to time. Notice of any price adjustment will be given to you, in writing at least thirty days prior to implementation. You may terminate the STANLEY CLUB PLAN by giving written notice prior to the effective date of increase.
11. A minimum of four appliances must be selected for coverage under this STANLEY CLUB PLAN to be valid. Enrolling in either the Package A or the Package B constitutes fulfillment of this requirement.
12. Stanley Club Plan is non-transferable and is only valid to the original Purchaser/residence.
13. This Document, together with the Addenda items incorporated by reference and any Exhibits, constitutes the full, complete, absolute, and entire agreement between Company and Dealer, superseding any prior written or oral representations, agreements, or understanding between the parties relating to this Agreement or the subject matter hereof. Dealer warrants and acknowledges that there are no other agreements or understandings between the parties except as specifically agreed to herein and that any future representation, agreement, understandings, or waivers to be binding upon parties hereto, must be reflected in writing signed by both parties. This choice of venue for this agreement is Bergen County, New Jersey and is governed by New Jersey law.

## **VI. EXCLUSIONS:**

We are not responsible for:

1. The alteration, modification, addition, or deletion from the covered product, nor does it cover performance of routine maintenance.
2. Home Heating, Central Air Conditioning, and Heat Pump Systems: Not covered are baseboard casings, portable units, solar heating systems, fireplaces, chimneys, cracked heater exchanger, filters, registers, grills, clocks, timers, heat lamps, fuel storage tanks, and flues and vents, gas air conditioning systems, condenser casings, portable electric air cleaners, wall units not ducted when designed to be ducted by the original manufacturer, cabinets, cabinet pieces, painting, decoration and trim, filters and cleaners, humidifiers, driers, refrigerant, refrigerant line sets, belts, wiring, wiring harness, fuses, circuit breakers, drains, and unit accessories. Only natural gas/propane space heaters used for heating customer's entire residence are covered as central heat.
3. Refrigerator: Not covered are chilled water dispensing, Sub-Zero's or similar brand commercial grade and ice making controls, valves, and any other parts not named as covered in section IV of this STANLEY CLUB PLAN.
4. Consequential, indirect, or direct damages, injury or illness caused by delays, non-availability of parts, failure to service, labor difficulties and other conditions beyond the Administrator's control. We reserve the right to use qualified contractors, select parts to be used, and to restrict certain makes of equipment used to fulfill all or any part of our obligation under the terms of this STANLEY CLUB PLAN.
5. Any loss or damage arising directly or indirectly from nuclear reaction, nuclear radiation, or radioactive contamination however such nuclear reaction, nuclear radiation, or radioactive contamination may have been caused.
6. Any material, parts or labor required as a result of; abuse, misuse, vandalism, terrorist acts, acts of war, freezing, fire, wind, water, lightning, ice, snow, explosion, mud, earthquake, pet damage, pest damage, acts of God, power or water fluctuations, flooding, riots, or military unrest; damage caused by equipment not covered; repairs covered by manufacturer's recall, warranty, or other service contract; modifications, improper installation, alterations, unauthorized repair; consequential or inconsequential damage; maintenance; or damage to exterior surfaces. This STANLEY CLUB PLAN does not cover accessories such as knobs, buttons, handles, shelves, inner door liners, etc. nor maintenance items, such as filters. Failures due to rust, corrosion, or physical damage are not covered. Food spoilage and damage to clothes are not covered.
7. The lack of capacity, adequacy, efficiency, design or improper installation of any system, appliance or electronic equipment.



8. Chemical or sedimentary build up, cracked heat exchanger, failure to clean or maintain as specified by the equipment manufacturer, missing parts, or structural changes.

9. Pre-existing conditions, defects or deficiencies.

10. Any service or repair associated with hazardous material treatment, removal, or disposal. The STANLEY CLUB PLAN does not cover disconnection or installation of the appliance(s), nor does it cover the cost of hauling away or disposing of the covered product. This STANLEY CLUB PLAN does not cover the cost of opening or closing walls, floors, or ceilings.

11. Charges for parts and services provided without prior authorization of the Administrator.

12. Correcting or upgrading any parts, system, appliance, or electronic equipment in order to comply with any federal, state or local laws, regulations, or ordinances or utility regulations, or to meet changes in efficiency requirements (including but not limited to, heating system efficiency requirements), or to meet current building or zoning codes requirements, or to correct for code violations. This includes any corrections or upgrades at the time of repair, which are required by law, regulation or ordinance. We are not responsible for service when permits cannot be obtained, nor will we pay any costs relating to permits.

## **VII. CANCELLATION OF THE HOME CARE PLAN:**

PURCHASER may cancel STANLEY CLUB PLAN by CONTACTING Stanley Warranty via mail at 560 Sylvan Avenue, Suite 3032 Englewood Cliffs, NJ 07632 or by faxing notification to 800-764-3049 Attn. Stanley Warranty Club Plans, Supervisor. Cancellation becomes effective upon receipt of said cancellation request from the PURCHASER. If this STANLEY PLAN is cancelled, the PURCHASER shall be entitled to a pro-rata refund of the paid STANLEY CLUB PLAN price for the un-expired term less a \$50 Cancellation fee, administrative fees and any and all service costs incurred by Stanley Warranty.

We reserve the right to change or cancel this STANLEY CLUB PLAN upon 30 days written notice. However, in the event of fraud, material misrepresentation, failure to pay, or termination as STANLEY CLUB Customer, cancellation may be immediate and is at a sole discretion of the Company. This monthly STANLEY CLUB PLAN will automatically expire at the end of the monthly term for which the monthly agreement price has not been paid in advance. Once this STANLEY CLUB PLAN is cancelled, you will be subject to a (30) thirty-day waiting period if you choose to join the STANLEY CLUB PLAN again. In the event of cancellation for fraud or material misrepresentation, we may demand immediate payment of the cost of all services provided to Administrator, less any payments made.

## **VIII. CREDIT CARD AUTHORIZATION AGREEMENT:**

When you click go to check out or give verbal authorization to one of Stanley Club or Dealer Representatives and you authorize the purchase of services/merchandise/monthly membership fees from Stanley Club using this Credit Card Web Site Authorization Form or the telephone, You agree to pay for these purchases and indemnify and hold Stanley Club and its subsidiaries and their employees and affiliates harmless against an liability pursuant to this authorization. You understand that your action of clicking on this form or providing your Credit Card information over the telephone will serve as authorized signature on the credit card charge slip. You understand that all program sign-ups and plan fees will be charged to the credit card account you provided on this form. All charges are final and there are no refunds. Services/merchandise received that was not paid for in advance or at the time of sale will be charged to this credit card. You may not initiate a chargeback unless you have a resolution provided by Stanley Warranty in writing that will contradict the Terms and Conditions of your agreement.