



Service Requests Administered by CRAFT Inc. Home Club

**CRAFT INC., (hereafter "CRAFT") is a corporation organized under the laws of the state of Georgia.**

## GOLD COVERAGE

**Before using this membership, it is the Homeowner's first obligation to seek reimbursement or service from Homeowner's insurance, manufacturer warranties or contractor warranties.**

During the coverage period, CRAFT's sole responsibility will be to arrange for a qualified Service Contractor or ("Service Provider") to repair or replace with like value, at CRAFT's expense (up to the limits set forth below), the Systems and Components mentioned as "Covered" in accordance with the Terms and Conditions of this Membership so long as such Systems and Components:

(A) Are located inside the confines of the main foundation of the residence or attached or detached garage (with the exception of the Exterior Pool/Spa, Well Pump, Septic Tank Pumping, and Air Conditioner); This coverage is for one Appliance/System only unless otherwise listed below and  
(B) Become inoperable due to Mechanical or Electrical breakdown; Breakdown is defined as Failure, (not gradual reduction in operating performance due to wear and tear), of a Defective Covered Part. All items must have been in good working order upon purchase date of the membership. They must have been maintained as specified by manufacturer's requirements and recommendations. They must have been properly sized and installed to meet federal, state, local, manufacturer specification, and industry codes and standards.

(C) Are in place and in proper working order on the effective date of this Home Club Membership. This Membership does not cover any known or unknown Pre-Existing Conditions. It is understood that CRAFT IS NOT A SERVICE PROVIDER and is not itself undertaking to repair or replace any such Systems or Components. This Membership covers Single-Family Homes (including Manufactured 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 fee is paid. Coverage is for Occupied, Owned or Rented Residential Property, not Commercial Property or Residences used as Businesses, including, but not limited to, Day Care Centers, Fraternity/Sorority Houses, and Nursing/Care Homes. This Membership describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this Membership. Please read your Membership carefully.

(D) The current systems and units in your home all have different life expectancy, and your membership is designed to help them reach their life expectancy. Your home club membership aims to provide some protection for out-of-pocket repair expenses. Coverage is not all-inclusive, and there may be situations in which you (the homeowner), will need to pay additional costs for parts or services not covered by the membership plan.

**(E) If you are a new Member, you will have a 30-day review period from date of purchase. During this time, no Service Requests can be accepted, nor will any failures that occur during this time or prior to purchase of the Membership be covered. During this time, it is your responsibility to review your Declaration Page and make sure all information is correct. It is your responsibility to inform AFC Home Club if your documentation is not received within 7-10 business days. AFC will not be held responsible for the Member's failure to notify AFC of paperwork not being received. All Guidelines will be held to the published online version if the Member did not notify us to resend their Membership Packet. For any changes to your Account, please call 1-866-242-0629.**

- **In the event a failure occurs within the first 30 days outside the initial waiting period (day 31-61 from purchase), the maximum payout will be \$150.00 on covered items. After this period, normal limits will apply.**

## COVERAGE PERIOD

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Coverage starts on the 31<sup>st</sup> day after the Membership's sale date upon receipt of payment and continues through the elected time shown on the Declaration Page. Unless renewed prior to the date listed on your declaration page is the date the membership is expired, therefore no service requests will be accepted on that day.

## SERVICE CALLS

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**SHOULD YOU NEED SERVICE, PLEASE READ YOUR COVERAGE CAREFULLY AND THEN PLACE YOUR CALL OR SUBMIT REQUEST TO - [www.afchomeclub.com](http://www.afchomeclub.com) or call 855-613-4555**

(A) You or Authorized persons must notify CRAFT of any breakdown immediately upon discovery and this must be during the Coverage Period. CRAFT will accept Service Calls 24 hours a day and 7 days a week. Those Service Requests will be assigned between 9am-6pm eastern M-F. Notice of any Malfunction must be given to CRAFT prior to expiration of this Membership, CRAFT must also have all pertinent information and a Case Number assigned to this Service Request for it to be valid. Throughout the Service effort, CRAFT urges you to take reasonable measures to prevent Secondary Damage (ex. turning off water to the home in the case of a major leak, discontinue use of faulty items once breakdown is noticed, calling Emergency Services if necessary, etc.)

(B) Upon request for Service, CRAFT will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. **(\*CRAFT is not an Emergency Service and will be closed on Nationally Recognized Holidays therefore resulting in delayed Service Request Assignments.)** If you feel your Service Request is an Emergency and CRAFT is not available, CRAFT urges you to take all reasonable measure to ensure the safety of your Home and its Occupants. If you should request CRAFT to perform Non-Emergency Service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges, trip fees.

(C) CRAFT has the sole and absolute right to select the Service Provider to perform the Service; and **CRAFT will not reimburse for services performed without its prior approval and Service Request Number verification.**

- CRAFT requires the Make, Model, and Serial number to be provided prior to service, in some cases if the Member cannot locate the information in its entirety CRAFT will provide a Licensed Technician to the Residence. In these cases, if the Technician is not able to locate such information or it is no longer visible, CRAFT will not accept a request on said Appliance or System. It will not be a covered item.
- Some Appliance/System brands require "Factory Certified Technicians;" in these cases, CRAFT cannot be held liable for possible delays in Service or Diagnosis.

(D) You will pay a Trade Call Fee ("Diagnostic Fee ") per your Membership Declaration Page. The Diagnostic Fee is for each item inspected by a CRAFT approved Service Provider and is payable directly to the CRAFT approved Provider at the time of each visit.

If a replaced part formerly authorized by CRAFT fails again within the term of your Membership you will not be charged an additional Diagnostic Fee. The Diagnostic Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is excluded, or denied.

The Diagnostic Fee also applies in the event you fail to be present at a scheduled time, or in the event you cancel a Service Call at the time a Service is scheduled, is in route to your Home or at your Home. Failure to pay the Diagnostic Fee will result in suspension or cancellation of coverage until the proper Diagnostic Fee is paid. Once you the member approve a repair, failure to pay the technician any previously-agreed-to repair fees will result in suspension or cancellation of coverage until the proper fee is paid. At that time, coverage may be reinstated; however, the Membership period will not be extended.

## GOLD COVERAGE

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The Gold coverage only covers the Components listed. Only one Appliance/Systems is covered unless otherwise listed. NOTE: You may purchase any additional optional coverage for up to 31 days after commencement of coverage with an additional waiting period. After the 60<sup>th</sup> day, optional coverage may be purchased, provided an Inspection is performed (at Member's expense) and the Inspection results are approved by CRAFT. Optional coverage, regardless of date of purchase will continue only through the Membership Term. However, coverage shall not commence until receipt of payment by CRAFT and such coverage shall expire upon expiration of coverage period in Section II. Anything that is not listed under Covered or Non-Covered will subsequently be a Non-Covered item from the Membership Guidelines.

## APPLIANCES

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CRAFT will pay up to \$2,000 per item per membership term for access, diagnosis, repair or replacement with like value unless otherwise stated per the items specific term. Please refer to Limits of Liability for higher end/professional grade equipment.

### **CLOTHES DRYER**

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COVERED: Main Control Board-Thermal Fuse-Drum Glide- Gas Valve Solenoid- Pilot Burner- Heating Element- Heating Element Assembly- Cycling Thermostat- Timer- Rollers- Igniter- Drive Belt- Thermistor- Idler Pulley- Idler Assembly- High Limit Thermostat- Surface Limit Control- Power Pack- Blower Wheel- Flame Sensor- Drive Motor- Knob- Snap Retaining Ring.

NON-COVERED: Drum- Seals- Gaskets- Vents- Touch Panel/Displays- Tub.

### **CLOTHES WASHER**

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COVERED: Main Control Board-Motor Coupling- Drain Pump- Agitator- Water Inlet Valve- Clutch-Retainer- Shock Dampening Device- Shock Absorber- Drive Belt- Suspension Spring- Shipping Bolt- Lid Switch- Drain Hose- Mounting Clip- Suspension Rod- Shift Actuator- Rotor Position Sensor- Belt Kit- Idler Assembly.

NON-COVERED: Drum- Seals- Gaskets- Spider Bracket- Overloading- Touch Panel/Displays- Tub.

### **KITCHEN REFRIGERATOR**

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COVERED: Main Control Board- Fan Motor- Thermistor- Inverter- Compressor- High Limit Thermostat-Temperature Control Thermostat- Temperature Sensor- Defrost Thermostat- Defrost Heater Assembly- Defrost Timer- Evaporator Fan Motor- Y Clip- Snap Retaining Ring- Start Relay- Damper Control Assembly-Fan Blade- Start Device.

NON-COVERED: Touch Panel/Display - Leaks of any kind- Freon- Coils- Door Hinges- Dispenser- Ice Crusher - Removable Parts - Water Lines- Valves- Bucket – Filter- Interior Thermal Shelves/Insulation-Icemaker unless additional fee is paid and listed in additional coverages per the Declaration page.

NOTE: Must be located in the kitchen.

### **OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in or Freestanding)**

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COVERED: Bake Element- Element Receptacle and Wire Kit- Valves- Sensors- Spark Electrode- Surface Element Switch- Coil Surface Element- Surface Burner- Oven Control Board- Temperature Sensor- Manifold Transformer- Diode.

NON-COVERED: Any failure that arises during the "Self-Cleaning" Function of your unit- Glass- Touch Panel/Display- Clock- Fan-Oven/Cooktop Exhaust Fan.

NOTE: Upon Failure one Oven is covered unless Double Oven addition is added on at the time of purchase.

## **DISHWASHER**

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COVERED: Heating Element- Pump- Drain Valve- Motor Assembly- Timer- Float Switch- Inlet Valve- Internal Hoses- Thermal Fuse- Washer Arm.

NON-COVERED: Control Board- Touch Panel- Racks- Soap Dispenser.

## **GARBAGE DISPOSAL**

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COVERED: 1 Unit-The Components and Parts of entire Unit. Upon failure, CRAFT will allocate the cost of the new Unit directly to the Homeowner.

NON-COVERED: New Unit Installation- Diagnosis- Malfunctions, Failures and/or Jams caused by Bones, Glass, Misuse, or Foreign Objects.

NOTE: CRAFT will pay up to \$125.00 per Membership Term.

## **GARAGE DOOR OPENER**

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COVERED: 2 Units-Garage Door Opener Motor- Capacitor- Garage Door Opener Gear and Sprocket Assembly- Helical Gear- Limit Switch- Receiver Logic Board- Chain Spreader- Safety Sensors.

NON-COVERED: Springs- Tracks- Belts- Doors- Buttons- Keypads- Remotes.

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

## **SYSTEMS**

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For HVAC Systems (5 years or older), CRAFT will use a Guide for a Prorated amount based on Age. This will be based on comparable units that are currently in the home under this membership term.

## **AIR CONDITIONING/COOLER**

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**Limited to two units. Main source of Air Conditioning to the home, up to a 5 (five) ton capacity, Electric Units below 21 SEER, and designed for Residential use. Coverage applies to ducted units only.**

COVERED: Defrost Heating Element- Fuse- Relay- Transformer- Blower Motor- Compressor- Capacitor- Dual Capacitor- Semi Conductors- Main Control Board- Evaporator Coil- Condenser Coil- Timer-Fan Control-Bearings-Fluid Pump-Electrodes-Electronic Circuits-Rectifiers.

NON-COVERED: Gas Air Conditioning Systems- Condenser Casings- Filters- Window Units- Water Towers- Humidifiers- Improperly Sized Units- Chillers- All Exterior Condensing- Cooling and Pump Pads- Roof Mounts- Jacks- Stands or Supports- Condensate Pumps- Crane Rentals- Air Conditioning with Mismatched Condensing Unit and Evaporator Coil- Valves- Refrigerant Conversion- Leak Detections- Water Leaks- Drain Line Stoppages- Maintenance- Recapturing of Freon- Noise- Refrigerant Line- Hard Start Kit.

NOTE: CRAFT will pay up to \$25.00 per pound for Refrigerant, Maximum limit 10 pounds limited to a one-time occurrence. Members are responsible for payment of any costs more than \$25.00 per pound.

NOTE: Per EPA standards Freon (R-22) will become obsolete circa January 1, 2020. When Freon (R-22) is phased out, it will be the Member's responsibility to upgrade all equipment to Federal or State code to be covered. On Jan. 1, 2020, The R-22 phase out mandates that R-22 refrigerant will no longer be manufactured. At this point, CRAFT will only include coverage for equipment which utilizes environmentally friendly refrigerant. Examples R-410A and/or R438A (ISCEON MO99), etc.

NOTE: Standard Thermostat shall not exceed cost of \$80.00. Limited to one thermostat per Membership term.

## **HEATING SYSTEMS OR BUILT-IN WALL UNIT**

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**Limited to two units. Main source of Heat to home, up to 5 (five) ton capacity and designed for Residential use. Coverage applies to ducted units only.**

**Units below 21 SEER Units- Forced air, Heat pumps, Ducted Built-in Heater Boiler (Gas or Steam).**

COVERED: Power Switch-Wire Terminal-Independent Solenoid-Junction Box- Thermostat Control- Pilot and Thermocouple- Drain Cock- Limit Control- Flame Spreader- Manifold- Fuse- Transformer- Relay- Igniter- Sensor- Blower Motor- Power Pack- Bearings- Pulleys- Fan Control- Low Water Cut off- Coupler- Heat Coil/Element – Main Control Board.

NON-COVERED: External Boiler Components- All Components and Parts relating to Geothermal- Water Source Heat Pumps- Radiant Heating and components- Heat Exchangers- Dampers- Valves- Fuel Storage Tanks- Portable Units- Solar Heating Systems- Filters- Line Dryers and Filters- Oil Filters- Nozzles- Strainers- Backflow Preventers- Evaporator Coil Pan- Primary or Secondary Drain Pans- Add-Ons for Zoned Systems- Heat Lamps- Humidifiers- Flues and Vents- Improperly Sized Heating Systems- Mismatched Systems- Leak Detections- Water Leaks- Drain Line Stoppages- Maintenance.

NOTE: Standard Thermostat shall not exceed cost of \$80.00. Limited to one thermostat per Membership term.

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### **DUCTWORK**

COVERED: All Standard Ductwork throughout the Residence- Attachments to HVAC Units.

NON-COVERED: Ductwork exposed to Outside Elements - Improperly Sized Ductwork - Separation due to Settlement and/or lack of Support-Cleaning.

NOTE: CRAFT will pay up to \$250.00 per Membership Term.

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### **STANDARD WATER HEATER (Gas and/or Electric) Limited to one unit**

COVERED: Thermocouple- Standard Thermostat- High Limit Thermostat- Anode Rod- Overload Protector- Flame Sensor- Gas Valve Assembly- Temperature- Regulator- Dip Tube- Drain Valve- Air Diverter- Relay- Flow Sensor- Burners.

NON-COVERED: Auxiliary Holding or Storage Tanks- Noise- Sediment- Fuel Storage Tank and Energy Conservation Unit- Commercial Grade equipment and units exceeding 75 gallons- Flue Pipe- Coding Violations or Upgrades- Recirculation Pump- Installation-Rust- Corrosion- Tankless Water Heaters unless additional fee is paid and listed in additional coverages per the Declaration page.

NOTE: CRAFT will pay up to \$1,000.00 per Membership Term.

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### **INTERIOR ELECTRICAL**

COVERED: Interior Wiring- Panel and Sub Panels- Circuit Breakers.

NON-COVERED: Audio/Video/Computer/Intercom/Alarm or Security Wiring Cable- Circuit Overload- Low Voltage- Inadequate Wiring- Aluminum Wiring- Broken and/or Severed Wires- Faceplates- Fixtures- Outlets- Switches- Wire Tracing-Smart Home Equipment or Wiring- Power Outages- Troubleshooting- Modifications- Junction Boxes- Coding Violations or Upgrades.

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

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### **PLUMBING SYSTEMS**

COVERED: Visible Interior Leaks and Breaks of Water Supply Pipes, Drain, Vent, and Waste Lines- Dishwasher Supply Line- Toilet Tanks/Bowls (replaced with white Builder's Grade as necessary)- Toilet Wax Ring Seals- Flush Valve- Refill Tube- Ballcock- Flapper-Fill Valve- Overflow Tube- Diverter Angle Stops- Hose Bibs- P Traps.

NON-COVERED: Piping Failure or Stoppage which includes Collapsed Piping, Freezing or Damage from Roots- Foreign Objects- Gas Leaks- Slab Leaks- Polybutylene or Quest Piping- Galvanized Drain Lines- Galvanized Piping- Flange- Valves- Bathtubs- Shower Enclosures and Glass- Base Pans- Sinks- Toilet Lids and Seats- Cracks- Whirlpool Jets- Whirlpool Control Panel- Water Softeners- Pressure Regulators- Inadequate or Excessive Water Pressure- Leak Searches- Faucets- Faucet Installation. Plumbing Stoppages and Septic Systems unless additional fee is paid and listed in additional coverages per the Declaration page.

NOTE: CRAFT will provide access to Plumbing Systems through Unobstructed Walls, Ceilings, or Floors, only, and will return the access opening to rough finish condition up to \$250.00 which will deduct from Plumbing Limit. CRAFT 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.

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

## OPTIONAL COVERAGE

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**Unless the Declaration Page indicates that one or more of the following optional coverage(s) was purchased, the following components are not included for coverage under this Membership.**

Please read your Declaration Page carefully and ensure any additions you added are listed. Only one Appliance/System is covered unless otherwise listed. Optional coverage may be purchased up to 30 days after the beginning of the Membership without an Inspection, with a new 30-day Waiting Period from the date at which the additional item was purchased. After the 30<sup>th</sup> day, optional coverage may be purchased, provided an inspection is performed (at Member's expense) and the inspection results are approved by CRAFT. Optional coverage, regardless of date of purchase will continue only through the Membership Term. Anything that is not listed as covered or non-covered will subsequently be a non-covered item from the Membership guidelines.

### **POOL AND/OR SPA EQUIPMENT (Saltwater/Chlorinated)**

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**COVERED:** Coverage applies to In-Ground- Accessible working Components and Parts of the Pumping System as follows: Main Pool Pump- Motor- Gaskets- Blower- Timer- Valves (Limited to: Back Flush- Actuator- Check- 2 and 3-Way Valves)- Relays and Switches- Pool Sweep Motor and Booster Pump- Above Ground Plumbing Pipes and Wiring.

**NON-COVERED:** Pool/Spa Heater- Filters- Salt Water Filtration/Osmosis- Salt Water Components- Control Panels- Electronic Boards- Lights- Liners- Maintenance- Housing and related equipment- Structural Defects- Inadequate Pressure- Solar Equipment- Jets- Ornamental Fountains, Waterfalls, and their Pumping Systems- Above Ground/Portable Pools- Upgrading Equipment.

NOTE: CRAFT will pay up to \$500.00 per Annual Membership year. Annual is defined as 12 full months from previous request. Shared Equipment is covered. If Equipment is not shared, then only one of the two is covered unless an additional fee is paid.

### **WELL PUMP (Main Source of Water to the Home)**

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**COVERED:** Pump- Drive Coupling and Cap- Air Volume Control- Flow Kit Control- Foot Valves- Torque Arrestor.

**NON-COVERED:** Holding or Storage Tanks- Digging- Locating Pump- Pump Retrieval-Re-drilling 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 Components for Geothermal and/or Water Source Heat Pumps.

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

### **SUMP PUMP**

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**COVERED:** Permanently installed Sump Pump for Groundwater, within the foundation of the Home or Attached Garage, except:

**NON-COVERED:** Grey Water - Sewage Ejector Pumps - Portable Pumps - Backflow Preventers - Check Valves - Piping Modifications for new installs.

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

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**CENTRAL VACUUM**

COVERED: All Mechanical System Components and Parts, except:

NON-COVERED: Ductwork- Hoses-Access and Closing to Floors, Walls, and Ceiling when locating or repairing a Malfunction- Blockages- Accessories.

NOTE: CRAFT will pay up to \$200.00 per Membership Term.

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**STAND ALONE FREEZER**

COVERED: All Parts and Components that affect the operation of the unit, except:

NON-COVERED: Ice-Makers- Crushers- Dispensers and related Equipment- Internal Shell- Racks- Shelves- Glass Displays- Lights- Knobs and Caps- Dials- Door Seals and Gaskets- Door Hinges- Door Handles- Condensation Pans- Clogged Drains and Clogged Lines- Grates- Food Spoilage- Freon- Disposal and Recapture of Freon.

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

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**SECOND REFRIGERATOR**

COVERED: Main Control Board- Fan Motor- Thermistor- Inverter- Compressor- High Limit Thermostat- Temperature Control Thermostat- Temperature Sensor- Defrost Thermostat- Defrost Heater Assembly- Drive Motor- Defrost Timer- Evaporator Fan Motor- Y Clip- Snap Retaining Ring- Start Relay- Damper Control Assembly-Fan Blade- Start Device.

NON-COVERED: Touch Panel/Display -Leaks of any kind- Freon-Coils -Door Hinges- Insulation- Shelves- Ice Maker unless additional fee is paid and is listed in additional coverage on declaration page.

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

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**SEPTIC SYSTEM**

COVERED: Sewage Ejector Pump - Jet Pump - Aerobic Pump.

NON-COVERED: Tank- Line from House -Leach Lines - Field Lines - Lateral Lines - Tile Fields and Leach Beds - Insufficient Capacity -Clean Out- Pumping-Grinder Pump

NOTE: CRAFT will pay up to \$500.00 per Membership Term.

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**HOT WATER DISPENSER**

COVERED: All Components and Parts except:

NON-COVERED: Leaks or Breaks of any kind- Rust- Mold- Corrosion.

NOTE: CRAFT will pay up to \$200.00 per Membership Term.

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**TANKLESS WATER HEATER**

COVERED: Heat Exchanger – Computer Boards - Sensors.

NON-COVERED: Timeliness of Hot Water- Thermostat- Insufficient Sized Unit for Home- Intake and Exhaust Piping- Gas Valves- Maintenance- Troubleshooting.

NOTE: CRAFT will pay up to \$750.00 per Membership Term.

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**KITCHEN REFRIGERATOR ICE MAKER**

COVERED: All Components and Parts which affect the primary function of the Ice Maker.

NON-COVERED: Touch Pad/Panels - Dispenser - Ice Crusher - Removable Parts - Water Lines – Leaks – Filters - Interior Thermal Shelves/Insulation.

NOTE: When added on, Ice Maker will be included in the limits of Kitchen Refrigerator with a maximum limit of \$200.00.

## **INTERIOR PLUMBING STOPPAGES**

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**COVERED:** Unobstructed access to Stoppage within the confines of the home.  
via Snaking System i.e. Sewer Drain Snake.

**NON-COVERED:** Costs to locate or access Cleanout not found or accessible, or costs with Installing Cleanouts - Stoppage caused by Frozen Piping - Collapsed Piping Roots - Foreign Objects - Septic Systems - Hydro Jetting - Camera Snaking.

**NOTE:** When added on, Plumbing Stoppages will be included in the limits of Plumbing with a maximum limit of \$200.00.

## **BUILT-IN MICROWAVE**

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**COVERED:** All Components and Parts, except:

**NON-COVERED:** Touch Panel/Display- Doors- Seals- Hinge- Handles- Door Glass- Lights- Interior Linings- Trays- Clocks- Shelves- Portable or Countertop Units- Fans- Trim Kits.

**NOTE:** An additional Diagnostic Fee of \$100.00 plus your service fee will be applied if removal of the Unit is necessary for complete Diagnosis or Age Verification.

**NOTE:** CRAFT will pay up to \$1000.00 per Membership Term.

## **LIMITATIONS OF LIABILITY**

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1. In the event a failure occurs within the first 30 days outside the initial Waiting Period, (day 31-61) the maximum payout will be \$150.00 on covered items. After this period normal limits will apply.
2. If your Membership is financed and your Service Request exceeds the amount you have paid in, you will be required to pay the entire balance remaining before the repair is done. If your Membership is past due on the monthly payment, you will be subject to a \$10.00 late fee. If your Membership is cancelled, you will be responsible for the total amount of claims paid by CRAFT and this will be deducted from any refund amount.
3. The following are not covered during the Membership 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.
4. If a Failure to Covered Part results initially from a Non-Covered Item Malfunction, the resulting Damage will not be approved or included for coverage; i.e. Secondary Damage from a Non-Covered Item.
5. In the event a Realtor arranged the transaction, your Waiting Period begins after payment is processed by CRAFT. The Administrator reserves the right to request a copy of an Inspection Report or a Maintenance Report for Covered Item.
6. CRAFT is not responsible for the repair of any Cosmetic Defects or Performance of Routine Maintenance.
7. Electronic or Computerized Energy Management or Lighting and Appliance Management Systems, Solar Systems and Equipment are not covered.
8. CRAFT is not liable for Service involving Hazardous or Toxic Materials including, but not limited to: Mold, Carbon Monoxide, Lead Paint, or Asbestos, nor Costs or Expenses associated with Refrigerant Recovery, Recycling, Reclaiming or Disposal. CRAFT is not liable for any failure to obtain timely service due to conditions beyond its control, including, but not limited to, Labor Difficulties or Delays in Obtaining Parts or Equipment.
9. CRAFT is not liable for repair of conditions caused by Chemical or Sedimentary Build-Up, Rust or Corrosion, Mildew, Mold, Misuse or Abuse, Failure to Clean or Maintain as specified by the Equipment Manufacturer, Missing Parts, Structural Changes, Fire, Freezing, Electrical Failure, Electrical Shorts or Power Surge, Water Damage, Lightning, Mud, Earthquake, Soil Movement, Soil Settlement, Settling of Home, Storms, Accidents, Pest Damage, Acts of God, or Failure due to Excessive or Inadequate Water Pressure.



10. CRAFT is not liable for repairs related to Costs of Construction, Carpentry or other Incidental Costs associated with Alterations or Modifications of Appliances, Components, or Installation of different Equipment and/or Systems. CRAFT is not responsible for providing Upgrades, Components, Parts or Equipment required due to the incompatibility of the Existing Equipment with the Replacement System, Appliance or Component/Part, including but not limited to efficiency as mandated by Federal, State or local Governments.
11. Anything that is not listed under Covered or Non-covered will subsequently be a Non-covered Item from the Membership Guidelines.

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## **MAINTENANCE**

1. CRAFT is not liable for Normal or Routine Maintenance or failure to perform Normal or Routine Maintenance. A prior satisfactory Annual Maintenance record from a Licensed Technician will be required before accepting a Request for Service on your HVAC System and/or Tankless Water Heater. Annual is defined as 12 Calendar Months or less. \*If a Failure is discovered during your Annual Maintenance Check-Up, you will be required to provide prior proof of a Satisfactory Maintenance Check-Up within the last 12 months to receive Service.
2. CRAFT is not liable for repairs caused by misuse, abuse, or failure to maintain manufacturer's specified maintenance for items such as, but not limited to: coil cleaning, filtration changes, water heater flushing, consumable component replacement, proper refrigerant levels, or lubrication. This membership does not cover "cleaning" of any parts or equipment.

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## **ACCESS AND CLOSING**

1. CRAFT is not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.
2. CRAFT 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.

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## **DISPOSAL**

1. You may be charged an additional fee by the Service Provider to dispose of an Old Appliance, System, or Component, including, but not limited to the following items: Condensing Units, Evaporator Coils, Compressors, Capacitors, Refrigerators, Freezers, Water Heaters, and any System or Appliance which contains Dangerous or Hazardous Materials.

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## **DETERMINING VALUE OF SYSTEMS OR APPLIANCES**

1. Appliances and Systems being Mechanical wear out overtime or the Cost of Repair may exceed the Value of the System or Appliance: in these cases, the following Guidelines will be implemented to provide a Replacement Allowance.  
For Appliances, Water Heater, HVAC Systems, and Additional Items 5 years or older CRAFT will use a Guide for a Prorated amount based on age. Proof of Purchase of a new Heating or Cooling Systems or Appliance is required with a Purchase Receipt before the Replacement Allowance will be paid. All receipts for Reimbursement must be received before the Membership Expiration Date to be Reimbursed.
2. CRAFT has the sole right to determine whether a Covered System or Appliance will be repaired or replaced based on Value. CRAFT is responsible for Replacement or Value Evaluation based on Equipment of similar Features, Capacity, and Efficiency, but not for Matching Dimensions, Brand, or Color.

3. CRAFT is not responsible for Upgrades, Components, Parts, or Equipment required due to the incompatibility of the existing Equipment with the Replacement System/ Appliance/ Component/ Part thereof as well as new types 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, CRAFT will offer cash payment in the amount of the average cost between Parts and Labor of the Covered Repair. CRAFT reserves the right to locate Parts at any time. For the Membership period, CRAFT is not liable for Replacement of Entire Systems or Appliances due to Obsolete, Discontinued or Unavailability of one or more Integral Parts. However, CRAFT will provide Reimbursement for the costs of those parts determined by Reasonable Allowance for the Fair Value of like parts. CRAFT reserves the right to rebuild a Part or Component or replace with a Rebuilt Part or Component.

#### **COMMERCIAL AND PROFESSIONAL GRADE EQUIPMENT**

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1. CRAFT is not liable for the Repair or Replacement of Commercial Grade Equipment, Systems, or Appliances.
2. CRAFT is not liable for the Repair or Replacement of Commercial Grade Equipment, Systems, or Appliances. CRAFT shall pay no more than \$1000.00 in Aggregate for Professional Series or like Appliances such as, but not limited to, High End Brand Names.

#### **CRAFT RIGHTS**

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1. CRAFT reserves the right to obtain a second opinion at its own expense. You as the Member have the right to receive a second opinion at your own expense, via a Licensed Technician of your choosing, if you do not agree with the first assessment, this must be in writing and submitted for review by CRAFT.
2. CRAFT reserves the right to offer Cash Back In lieu of Repair or Replacement in the amount of CRAFT's actual cost (which at times may be less than retail) to Repair or Replace any Covered System, Component, or Appliance. All items in the Home begin to apply to the Depreciation Schedule at 5 years of age. You have the right to request a copy of the Depreciation Schedule at any time during your active Membership or 30 day Waiting Period.
  - CRAFT's responsibility for Repairs and/or Replacement will never exceed the Fair Market Value of the Unit, in total, per the Depreciation Scale. If the current Fair Market Value of your Unit exceeds the maximum Payout Limit per the Membership Terms, CRAFT will not allocate more than the specified limit per item, per Membership.
  - If the Cost of Repair outweighs the current value of your unit, CRAFT has the right to offer the remaining value to you in a Cash Buyout Option, instead of performing the Repair, per the Depreciation Schedule.
  - Cash in Lieu must be confirmed by you within the timeline of an active account on the residence for funds to be released.
3. CRAFT is not responsible for any Repair, Replacement, Installation, or Modification of any Covered System or Appliance arising from a Manufacturer's Recall or Defect of said Covered Terms, nor is CRAFT responsible for any Covered Item while still under an existing Manufacturers, Distributors, or In-Home Warranty. CRAFT will not be held responsible for any Part or Labor Costs associated with a Manufacturer Warranty, all Manufacturer covered Breakdowns will initially go through the Manufacturer Service Process if a Warranty is still in place on the unit. The product Manufacturer must be contacted for Service.
4. CRAFT will not pay for Repairs or Replacement of any covered Systems or Appliances if they are inoperable because of known or unknown Pre-Existing Conditions, Long Term Failures, Deficiencies and/or Defects.

5. You agree that CRAFT is not liable for negligence or other conduct of the Service Provider, nor is CRAFT an Insurer of Service Provider's performance. You also agree that CRAFT is 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 CRAFT's liability exceed \$2,000.00 per Membership item for Access, Diagnosis and Repair or Replacement, unless otherwise stated.
6. If CRAFT approves the Member to obtain their own Licensed Technician please be aware,
  - CRAFT will not reimburse any Member for work done by an Unlicensed Technician.
  - CRAFT will not be held responsible for any Failure to the Home on a System or Appliance that was Repaired or Replaced by an Unlicensed Technician.
  - You, the Member, waive all rights to Service on the Appliance or System that was repaired or replaced by an Unlicensed Technician.
  - CRAFT will assist with up to \$40.00 over your Service Fee to the technician you choose. Your Service fee is dictated per your Declaration Page.
7. CRAFT is not responsible for repairs related to Inadequacy, Lack of Capacity, Improper Installation, Mismatched Systems, Oversized Defect, and any Modification to the System or Appliance.
8. CRAFT reserves the right to send a Technician at any time. By sending a Technician, this in no way constitutes responsibility of Service from CRAFT.
9. Unless otherwise stated, the aggregated total CRAFT will pay per Membership term is \$10,000.00.

#### **MEDIATION AND ARBITRATION**

In the event of a dispute over Service Request(s) or coverage you agree to file a written notification with CRAFT Inc, and allow CRAFT thirty (30) Calendar Days to respond to the Notification. The parties agree to mediate in good faith before resorting to Mandatory Arbitration in the State of Georgia in Metropolitan Atlanta, Georgia at a site selected by CRAFT, Inc. If a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions, the parties agree to try first to settle the dispute by 1 Mediator, the Mediation administered by the American Arbitration Association in the State of Georgia under its Commercial Mediation Rules. If they are unable to arrive at a mediated settlement, they agree to submit all Disputes that are not resolved to Arbitration before the American Arbitration Association in accordance with its Commercial Arbitration Rules Georgia in Metropolitan Atlanta, Georgia at a site selected by CRAFT, Inc. If the Parties agree, the Mediator involved in the Parties' Mediation can serve as the Arbitrator.

Any award of the Arbitrator against CRAFT cannot exceed \$1,500.00 per Service Request or Aggregate. You expressly waive all Service Requests in excess of, and agree that its recovery shall not exceed, these amounts. Any such award shall be in satisfaction of all claims by You against CRAFT. If either Party is required to defend itself in Litigation, Arbitration, or otherwise, then the defending party is entitled to recover from the instigating Party the amount of Attorney's' fees and expenses the defending Party incurs in defending the Litigation, Arbitration, or other proceeding unless the instigating Party substantially prevails in the Litigation, Arbitration, or other proceeding. To the extent that the instigating Party seeks monetary relief, to substantially prevail means that the instigating Party must recover at least 35% of whatever that Party is seeking. If you do not comply with this provision and instead file an action in any Court, you agree to pay the costs incurred by CRAFT, Inc. in hiring a Lawyer in that Jurisdiction. YOU EXPRESSLY WAIVE ANY RIGHTS TO LITIGATE ANY ISSUES IN ANY COURT, TO HAVE A JUDGE OR JURY DECIDE YOUR CASE, AND AGREE THAT MEDIATION AND ARBITRATION UNDER THIS PROVISION SHALL BE YOUR EXCLUSIVE REMEDIES.

#### **GOVERNING LAW**

This Agreement shall be Governed by and construed in accordance with the Law of the State of Georgia, without regard to its conflicts of Law Rules.

## **BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS**

(A) CRAFT will not contract for Services to meet current Building or Zoning Code requirements or to correct for Code Violations, nor will it Membership for services when Permits cannot be obtained. CRAFT will not pay for the cost to obtain Permits.

(B) Except as required to maintain compatibility with Equipment Manufactured to be 21 SEER and/or 7.7 HSPF or higher compliant, CRAFT is not responsible for upgrade or additional costs or expenses that may be required to meet current Building or Zoning Code Requirements or Correct for Code Violations. This includes City, County, State, Federal and Utility Regulations and Upgrades required by Law.

## **MULTIPLE UNITS AND INVESTMENT PROPERTIES**

(A) If the contract is for duplex, triplex, or four-plex property, each dwelling within must be covered by an AFC Membership for coverage to apply to all units included in the membership with applicable optional coverage for coverage to apply to common systems and appliances. Otherwise, all dwellings within the property will be covered by one AFC membership, and coverage will be applied to one of each unit included the membership to be provided on the first unit on which AFC offers assistance.

(B) If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

(C) Except as otherwise provided in this section, common systems and appliances are excluded.

## **TRANSFER OF MEMBERSHIP & RENEWALS**

(A) If your covered property is sold during the term of this Membership, you must notify CRAFT of the change in Ownership and submit the name of the new Owner by filling out transfer request form to transfer coverage to the new Owner.

(B) You may transfer this Membership to a new Owner at any time. There is a \$50.00 fee to Transfer Membership. Once this Transfer is confirmed the new Member will be subject to the most current updated terms, which will be sent to the Member and will reflect with their Membership number. Any monetary amount used of the limits by the prior Owner will apply to the new Owner of the property. Transfers do not apply to new Properties.

(C) This Membership may be renewed at the option of CRAFT and where permitted by State Law. CRAFT has the sole discretion on if the Membership will be renewed.

(D) All Membership Terms are renewed automatically 30 days prior to Agreement expiration date unless cancelled before that period by Administrator or Member. Payment information provided initially will be used for all Renewals unless Member provides new information prior to payment date. Coverage ends in the event of non-payment. Your Renewal will not have a 30-day, 100% money back guarantee review period as you are a continued Member, nor will you have another waiting period.

(E) If a System or an Appliance was subject to the Cash-out /Buyout Option on the previous Membership CRAFT will not include coverage on the same item upon renewal, if the Member purchased a new item after the Cash-out/Buyout was concluded, CRAFT will include coverage as long as the receipt has been submitted and confirmed.

## **AMENDMENTS AND WAIVERS**

Any provision of this Agreement may be amended or waived, but only if such Amendment or Waiver is in writing and is signed, in the case of an Amendment, by all Parties to this Agreement or, in the case of a Waiver, by the Party against whom the Waiver is to be effective. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a Waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

## **MERGER**

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This Agreement contains the entire Agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior Agreements and understandings, both oral and written, between the Parties with respect to the subject matter of the Agreement.

## **CLASS ACTION WAIVER**

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Any Service Request 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 Party to the arbitration. Any claims 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.

## **CANCELLATION**

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### **THIS IS NOT A MEMBERSHIP OF INSURANCE.**

This Membership shall be non-cancelable by CRAFT except for:

- (1) Nonpayment of Membership fees; Failure to make payment of initial or Monthly payment;  
If your Membership is cancelled for non-payment no refund is due.
- (2) Nonpayment of Diagnostic Fee, as stated in Section III;
- (3) In the event you threaten, threaten to harm, use threatening language, make a CRAFT agent fear for their safety or wellbeing, or harm a CRAFT Agent (not limited to sales, service or technicians), or use discriminatory language based off race, sex, religion, creed, or sexual orientation, CRAFT holds the right to terminate your Membership. You will be notified of this termination in writing/email within 7-14 calendar days or the action.
- (4) Fraud or misrepresentation of facts material by You to the Issuance of this Membership;
- (5) Mutual Agreement of CRAFT and You. For new Members you may cancel within the first 30 days of the order date for a refund of the paid Membership. If canceled after 30 days, you shall be entitled to a pro rata, from the date the Cancellation is received in writing, the Refund of the paid Membership Fee, less any Service Request(s) paid and time used in Membership by CRAFT.  
No Membership shall be reinstated once a signed cancellation requested is received by CRAFT. Refunds are assessed by full month periods. All refunds will be returned to the original payment method used. After 30 days, there will be a \$75.00 Cancellation Fee.
- (6) CRAFT reserves the right, in its sole discretion, to refund the full Membership Cost in full, including the fee paid for any purchased optional or enhanced coverages, in full and complete satisfaction of any rights or claims of Member, which shall operate as a full release of CRAFT against any and all claims and damages of Member.
- (7) Regarding month to month Memberships, Enrollment Fees are non-refundable after the 30-day review period. If cancelled no refund is due.
- (8) If you cancel your Membership and you have an open Service Request any said Service Request will be terminated immediately upon receipt of Cancellation Letter.

### **To cancel your Membership, please send a signed letter addressed to:**

CRAFT Inc.  
Cancellation Department  
1337 Canton Road, Building B  
Marietta, GA 30066

**GEORGIA Residents Only: THIS IS NOT A CONTRACT OF INSURANCE:** however, the performance of this Contract is guaranteed by a Surety Bond written by Great American Insurance Company. If sixty (60) days have passed since a Service Request has been filed for which AFC has not paid or refunded the consideration paid for the Contract, the Contract holder is entitled to make a direct claim against Great American Insurance Company at 301 E 4<sup>th</sup> Street Cincinnati, OH 45202.

SAMPLE