

Home Protection Plan
Powered by Assurance Plus

DEFINITIONS

When in bold, certain words and phrases are defined as follows:

Administrator means cynoSure Financial, Inc. The **Member** should contact the **Administrator** if they have questions regarding this coverage or would like to make a claim. The **Administrator** can be reached by phone at 1-877-296-4892.

Appliance means an electrical device owned by you that is plugged into the house's electrical system and is located within the interior of your primary residence including the attached garage. Appliances include: cooktops, dishwashers, dryers, freezers, microwave ovens, ranges, refrigerators, trash compactors, vacuums, warming drawers, washers, and wine coolers.

Coverage Period means the period starting on the membership effective date and will continue one (1) year.

Electronic Equipment means electronic devices owned by you and located within the interior of your primary residence including the attached garage. Electronic equipment includes: desktop and laptop computers, tablets, digital video recorders, DVD players, garage door openers, home audio components, power tools, televisions, and television receivers.

Home Insurance means a policy of insurance covering the **Primary Residence** and/or **Personal Effects** of the **Member** against all risks of direct physical damage. The **Home Insurance** policy must be a valid and active form such as Homeowners, Renters, Farm-Owners, or Fire & Wind for a dwelling and/or **Personal Effects** risk.

Loss means accidental physical loss or damage to the **Members Primary Residence** and/or **Personal Effects**, except as otherwise excluded in these terms and conditions.

Member, You, Your means the person who is a member in good standing in the AssurancePlus Home Protection Plan:

- a. Who has paid the membership fee; and
- b. Whose name is shown on the enrollment/registration form.

Personal Effects means the personal property of the **Member** which are located at the **Primary Residence**.

Primary Residence means a permanent residence of the **Member** which is recognized and covered by a policy of **Home Insurance** as the **Primary Residence**.

Primary Residence Theft means the taking or removing of property with intent to deprive the rightful owner. It includes robbery, burglary and larceny.

We, Us, Our means AssurancePlus.

Insurer means the insurer Underwriting this Benefit which is an AM Best "A" rated carrier.

HOME DEDUCTIBLE REIMBURSEMENT

COVERAGE

We will reimburse the covered **Member** for a **Loss** that occurs during the **Coverage Period** to the **Members Primary Residence** or **Personal Effects**, equal to the deductible limit shown on the **Members Home Insurance** policy or up to a maximum of \$1,000 per claim, whichever is less. Coverage is effective from the date of the **Member's** enrollment and will continue for one (1) year.

Only one (1) Home Deductible Reimbursement benefit will be paid per claim occurrence, and only one (1) claim per **Member** will be paid per twelve (12) month period.

Home Deductible Reimbursement coverage does not apply if:

1. The **Member** does not maintain in force **Home Insurance** on the **Members Primary Residence** at the time of the **Loss**;
2. The claim under the **Member's Home Insurance** is not covered or has been denied by the **Member's Home Insurance** company;
3. The **Loss** does not exceed the current **Home Insurance** deductible, or does not cause a payment to be made by the current **Home Insurance** carrier because the **Loss** to the **Members Primary Residence** and/or **Personal Effects** does not exceed the current **Home Insurance** deductible;
4. The **Members Home Insurance** company has waived the **Home Insurance** policy deductible; or
5. The **Loss** occurs prior to the start of the **Coverage Period** or after the **Coverage Period** ends.

Limits of Insurance:

1. The most **We** will pay for any one (1) **Loss** is a maximum of \$1,000.
2. Only one (1) Home Deductible Reimbursement benefit will be paid per claim occurrence, and only one (1) claim per **Member** will be paid per twelve (12) month period.
3. Home Deductible Reimbursement coverage is excess to any other applicable indemnity program.

Exclusions:

A. **We** will not pay any **Loss** caused by or resulting from any of the following:

1. Delay, loss of market, loss of use or any other **Loss** not directly associated with the incident that caused the claim including, but not limited to, **Losses** arising from loss of time, inconvenience, lost profits or savings or other incidental, special or consequential damages arising

out of the use of or inability to use the **Members Primary Residence** and/or **Personal Effects**;

2. Intentional or dishonest acts by: the **Member** or anyone else with an interest in the **Members Primary Residence** and/or **Personal Effects**; or the **Members** employees or authorized representatives, whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment;
3. Deterioration, hidden or latent defect or any quality in the **Members Primary Residence** and/or **Personal Effects** that causes it to damage or destroy itself; or
4. Warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents.

B. **We** will not pay any **Loss** caused directly or indirectly by any of the following:

1. Seizures or destruction of the **Member's Primary Residence** and/or **Personal Effects** by order of governmental authority;
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind; or
3. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Such **Loss** is excluded regardless of any other cause or event that contributes to the **Loss**, whether concurrently or in any other sequence.

C. What this agreement does not cover:

1. Any **Loss** involving liability or medical payments coverage provided for under the **Member's Home Insurance** policy including, but not limited

- to, personal injury to others, personal injury to others injured on the **Member's** property or damage to property of others;
2. Any **Loss** for loss of use as may be provided for under the **Member's Home Insurance** policy for expenses incurred because the **Primary Residence** may be uninhabitable for a period of time following a **Loss** to the **Primary Residence**;
 3. Any **Theft** of **Personal Effects** where visible signs of forced entry are not present, or mysterious disappearance;
 4. Any **Loss** to a residence other than **Member's Primary Residence** and/or to **Personal Effects** unless located at the **Member's Primary Residence**;
 5. Any **Loss** which occurred while the **Member** was not an active and paid **Member** of the membership plan;
 6. Any **Loss** to property including traveler's checks, tickets of any kind, negotiable instruments, cash or its equivalent, circulating currency, passports, documents, real property, animals, living plants, consumable items or items intended for commercial use; or
 7. Any **Loss** or damage to motorized vehicles of any type or intricate parts of such vehicle, watercraft, aircraft or manufactured home or structural items intended for storage, transport, display or habitation.

How to File a Claim

To make a claim, the **Member** must contact the **Administrator** by phone at 1-877-296-4892 to request a claim form within 90 days of the date that the **Loss** occurred. Failure to give notice within 90 days of the incident will result in a denial of the claim.

The following required items, must be sent to the **Administrator** at AssurancePlus Home Protection Plan, c/o cynosure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI, 48080:

1. A fully completed, signed claim form; and
2. A copy of the claim form submitted to the **Members Home Insurance** company when the **Loss** occurred; and
3. The Declaration Page from the **Members Home Insurance** policy; and
4. A copy of the claim payment check the **Member** received from the **Members Home Insurance** company for the **Loss**; and

5. The claim explanation that came with the **Home Insurance** company's claim payment check; and
6. A copy of the police report if a law has been violated; and
7. Any other documentation that the **Administrator** may reasonably request to validate a claim.

All these required items, including the claim form, must be postmarked within 180 days of the date of the **Loss** or the reimbursement will be withheld.

HOME GLASS BREAKAGE

COVERAGE

If during the **Coverage Period**, a window is broken at a **Members Primary Residence**, Home Glass Breakage will reimburse the **Member** up to \$200 to replace the broken window. Coverage is limited to two (2) claims per twelve (12) month period.

Exclusions

A. **We** will not pay any **Loss** caused by or resulting from any of the following:

1. Delay, loss of market, loss of use or any other **Loss** that is not directly associated with the incident that caused the claim including, but not limited to, **Losses** arising from loss of time, inconvenience, lost profits or savings or other incidental, special or consequential damages arising out of the use of or inability to use the **Member's Primary Residence** and/or **Personal Effects**;
2. Intentional or dishonest acts by: the **Member** or anyone else with an interest in the **Members Primary Residence** and/or **Personal Effects**; or the **Members** employees or authorized representatives, whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment;

3. Deterioration, hidden or latent defect or any quality in the **Members Primary Residence** and/or **Personal Effects** that causes it to damage or destroy itself; or
4. Warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents.

B. **We** will not pay any **Loss** caused directly or indirectly by any of the following:

1. Seizures or destruction of the **Members Primary Residence** and/or **Personal Effects** by order of governmental authority;
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind; or
3. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Such **Loss** is excluded regardless of any other cause or event that contributes to the **Loss**, whether concurrently or in any other sequence.

How to File a Claim

To make a claim, the **Member** must contact the **Administrator** by phone at 1-877-296-4892 to request a claim form within 90 days of the date that the **Loss** occurred. Failure to give notice within 90 days of the incident will result in a denial of the claim.

The following required items, must be sent to the **Administrator** at AssurancePlus Home Protection Plan, c/o cynosure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI, 48080:

1. A fully completed signed claim form; and
2. A copy of the repair bill or the itemized bill for materials; and

3. Any other documents the **Administrator** may reasonably request to validate a claim.

All these required items, including the claim form, must be postmarked within 180 days of the date of the **Loss** or the reimbursement will be withheld.

Duties In The Event Of Loss:

1. Notify the police if a law may have been violated;
2. Take all reasonable steps to protect and preserve the **Members Primary Residence** and/or **Personal Effects** from further damage;
3. Promptly send the **Administrator** any legal papers or notices received concerning the **Loss**; and
4. Cooperate with the **Administrator** in the investigation or settlement of the claim.

HOME LOCKOUT

COVERAGE

If during the **Coverage Period**, the **Member** is locked out from their **Primary Residence**, Home Lockout Reimbursement will reimburse up to \$100 for a licensed locksmith to allow the **Member** to enter their **Primary Residence**. Coverage is limited to two (2) lockouts per twelve (12) month period.

Exclusions

A. **We** will not pay any **Loss** caused by or resulting from any of the following:

1. Delay, loss of market, loss of use or any other **Loss** that is not directly associated with the incident that caused the claim including, but not limited to, **Losses** arising from loss of time, inconvenience, lost profits

or savings or other incidental, special or consequential damages arising out of the use of or inability to use the **Member's Primary Residence** and/or **Personal Effects**;

2. Intentional or dishonest acts by: the **Member** or anyone else with an interest in the **Member's Primary Residence** and/or **Personal Effects**; or the **Members** employees or authorized representatives, whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment; or
3. Warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents.

B. **We** will not pay any **Loss** caused directly or indirectly by any of the following:

1. Seizures or destruction of the **Members Primary Residence** and/or **Personal Effects** by order of governmental authority;
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind; or
3. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

How to File a Claim

To make a claim, the **Member** must contact the **Administrator** by phone at 1-877-296-4892 to request a claim form within 90 days of the date that the **Loss** occurred. Failure to give notice within 90 days of the incident will result in a denial of the claim.

The following required items, must be sent to the **Administrator** at AssurancePlus Home Protection Plan, c/o cynosure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI, 48080:

1. A fully completed claim signed form; and

2. A copy of the paid locksmiths bill; and
3. Any other documents the **Administrator** may reasonably request to validate a claim.

All these required items, including the claim form, must be postmarked within 180 days of the date of the **Loss** or the reimbursement will be withheld.

Duties In The Event Of Loss:

1. Notify the police if a law may have been violated;
2. Take all reasonable steps to protect and preserve the **Members Primary Residence** and/or **Personal Effects** from further damage;
3. Promptly send the **Administrator** any legal papers or notices received concerning the **Loss**; and
4. Cooperate with the **Administrator** in the investigation or settlement of the claim.

APPLIANCE/ELECTRONIC REPAIR REIMBURSEMENT

COVERAGE

After thirty (30) days from the effective date of membership, the **Member** is eligible to receive a fifty percent (50%) reimbursement of the payment made to a repair facility to repair an **Appliance** or piece of **Electronic Equipment** that is located in the **Members Primary Residence** during the **Coverage Period**. The repair and repair payment must occur thirty (30) days after the effective date of the membership.

The maximum repair reimbursement amount the **Member** can receive per claim occurrence is \$500.

The maximum repair reimbursement amount the **Member** can receive per

twelve (12) month period is \$1,000.

Exclusions

No benefit is payable for:

1. **Loss** resulting from any cause other than the normal use and operation of the eligible product for which the product was designed per the manufacturers guidelines;
2. **Loss** resulting from damage to or failure of product used for commercial or outdoor purposes;
3. **Loss** resulting from Acts of God;
4. **Loss** resulting from **theft**, water damage, fire damage, physical damage, power surges, intentional damage, negligence, misuse or abuse;
5. **Loss** resulting from repairs to upgrade or improve the eligible product;
6. Cleaning or other preventative maintenance required to maintain normal operation of the **Appliance** or **Electronic Equipment**;
7. Any charges other than parts and labor or charges where a repair was not performed by a repair company; or
8. **Loss** resulting from normal wear and tear including cosmetic items such as scratches, dents, finishes etc.
9. Repairs or reimbursement are not covered for ductwork and duct connections; electrical connections or wiring that are not a part of the **Appliance** or **Electronic Equipment**; filters; flues and vents; handles; hot tubs; piping; light bulbs; meat probe assemblies and rotisseries; radiant floor tubing; refrigerant lines; registers; secondary drain pans and lines; security systems; thermostats; venting, water heaters; whole house furnace and air conditioning systems, cell phones/smart phones.
10. **Loss** that was not incurred by **You**, the member.
11. **Loss** resulting from a replacement of an item, is not covered by this Plan.
12. Repairs not performed or paid for during the Coverage period, and after the thirty (30) day Waiting period, are not covered by this plan.

How to File a Claim

To make a claim, the **Member** must contact the **Administrator** by phone at 1-877-296-4892 to request a claim form within 90 days of the date that the **Loss** occurred. Failure to give notice within 90 days of the incident will result in a denial of the claim.

The following required items, must be sent to the **Administrator** at AssurancePlus Home Protection Plan, c/o cynosure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI, 48080 / claims@cynosurefinancial.com:

1. A fully completed and signed claim form; and
2. A bill or invoice from a Repair Company showing:
 - a. The date the repair occurred; and
 - b. The problem causing the repair; and
 - c. The manufacturer and serial number of **Your** appliance/electronic item; and
 - d. The amount **You** were charged for the repair.
3. Evidence that You the member paid the Repair Company in the form of canceled check, paid receipt, credit card statement or banking statement.

All these required items, including the claim form signed by the member, must be postmarked within 180 days of the date of the **Loss** or the reimbursement will be denied.

EMERGENCY LODGING REIMBURSEMENT

COVERAGE

We will reimburse the covered **Member**, up to a maximum of \$1,000 per claim occurrence, in the event that the **Member's Primary Residence** becomes uninhabitable during the **Coverage Period** due to events beyond the **Member's** control. These events are limited to break-in, **Theft**, tornado, hurricane, earthquake, flood, fire, landslide and mandatory evacuation.

We will also reimburse the covered **Member**, up to a maximum of \$1,200 per claim occurrence, for lodging expenses in the event of:

1. A sudden breakdown of their only air conditioning unit in the **Primary Residence** in the summer (defined as occurring within the following months/days of the year: 6/20 - 9/23), or a sudden breakdown of their only furnace in the winter (defined as occurring within the following months/days within the year: 12/21 - 3/20), that results in the unit remaining completely non-operational for 24 hours or more (from the time of the first service visit from the Service Provider) due to a delay in availability of the required repair parts to the Service Provider for their completion of the repair; or
2. A sudden break in their water pipes in the **Primary Residence** that results in the residence being flooded if the removal of the water by the Service Provider is delayed by 24 hours or more from the time the documented service request was made by the **Member**.

Limits of Insurance:

1. **We** will reimburse one (1) claim per twelve (12) month period for Emergency Lodging. Depending on the event **We** will either reimburse up to ten (10) nights at \$100 per night - for an overall maximum of \$1,000 or **We** will reimburse up to twelve (12) nights at \$100 per night - for an overall maximum of \$1,200
2. Only one (1) Emergency Lodging Reimbursement benefit will be paid per claim occurrence, and only one (1) claim per **Member** will be paid per twelve (12) month period.
3. Emergency Lodging Reimbursement coverage is excess to any other applicable insurance or indemnity program.

Emergency Lodging Reimbursement coverage does not apply if:

1. The **Member** does not maintain in force **Home Insurance** on the **Member's Primary Residence** at the time of the **Loss**;
2. The claim under the **Member's Home Insurance** is not covered or has been denied by the **Member's Home Insurance** company; or

3. The **Loss** occurs prior to the start of the **Coverage Period** or after the **Coverage Period** ends.

Exclusions:

A. **We** will not pay any **Loss** caused by or resulting from any of the following:

1. Delay, loss of market, loss of use or any other **Loss** that is not directly associated with the incident that caused the claim including, but not limited to, **Losses** arising from loss of time, inconvenience, lost profits or savings or other incidental, special or consequential damages arising out of the use of or inability to use the **Member's Primary Residence** and/or **Personal Effects**;
2. Intentional or dishonest acts by: the **Member** or anyone else with an interest in the **Member's Primary Residence** and/or **Personal Effects**; or the **Member's** employees or authorized representatives, whether or not acting alone or in collusion with other persons and whether or not occurring during the hours of employment;
3. Deterioration, hidden or latent defect or any quality in the **Member's Primary Residence** and/or **Personal Effects** that causes it to damage or destroy itself; or
4. Warlike action by military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other authority using military personnel or other agents.

B. **We** will not pay any **Loss** caused directly or indirectly by any of the following:

1. Seizures or destruction of the **Member's Primary Residence** and/or **Personal Effects** by order of governmental authority;
2. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion, terrorist activity of any kind; or

3. Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Such **Loss** is excluded regardless of any other cause or event that contributes to the **Loss**, whether concurrently or in any other sequence.

C. What this agreement does not cover:

1. Any **Loss** involving liability or medical payments coverage provided for under the **Member's Home Insurance** policy including, but not limited to, personal injury to others, personal injury to others injured on the **Member's** property or damage to property of others;
2. Any **Loss** for loss of use expense as may be provided by a **Home Insurance** policy for expenses incurred because the **Primary Residence** may be uninhabitable for a period of time following a **Loss** to the **Primary Residence**;
3. Any **Loss** to a residence other than **Member's Primary Residence** and/or to **Personal Effects** unless located at the **Member's Primary Residence**;
4. Any **Loss** which occurred while the **Member** was not an active and paid **Member** of the membership plan;
5. Any **Loss** or damage to motorized vehicles of any type or intricate parts of such vehicle, watercraft, aircraft or manufactured home or structural items intended for storage, transport, display or habitation.

How to File a Claim:

To make a claim, the **Member** must contact the **Administrator** by phone at 1-877-296-4892 to request a claim form within 90 days of the date that the **Loss** occurred. Failure to give notice within 90 days of the incident may result in a denial of the claim.

The following required items, must be sent to the **Administrator** at AssurancePlus Home Protection Plan, c/o cynosure Financial, Inc., P.O. Box 7690, St. Clair Shores, MI, 48080:

1. A copy of the claim form submitted to the **Member's Home Insurance** company when the **Loss** occurred; and
2. The Declaration Page from the **Member's Home Insurance** policy; and
3. A copy of the claim payment check the **Member** received from the **Member's Home Insurance** company for the **Loss**; and
4. The claim explanation that came with the **Home Insurance** company's claim payment check; and
5. A copy of the police report if a law has been violated; and
6. A copy of itemized receipts for Lodging Expenses.
7. Any other documentation that the **Administrator** may reasonably request to validate a claim.

All these required items, including the claim form, must be postmarked within 180 days of the date of the **Loss** or the reimbursement will be withheld.

Duties In The Event Of Loss:

1. Notify the police if a law may have been violated;
2. Take all reasonable steps to protect and preserve the **Member's Primary Residence** and/or **Personal Effects** from further damage;
3. Permit the **Administrator** to inspect the **Member's Primary Residence** and/or **Personal Effects** and records proving **Loss**;
4. If requested, permit the **Administrator** to question the **Member** under oath, at such times as may be reasonably required, about any matter relating to this insurance or the claim, including the **Member's** books and records. In such event, the **Member's** answers must be signed;
5. Promptly send the **Administrator** any legal papers or notices received concerning the **Loss**; and
6. Cooperate with the **Administrator** in the investigation or settlement of the claim.

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:

If any person or organization to or for whom **We** make payment under this insurance has rights to recover damages from another, those rights are

transferred to **Us**. That person or organization must do everything necessary to secure **Our** rights and must do nothing after the **Loss** to impair them.

GENERAL PROVISIONS:

Abandonment: There can be no abandonment of any property to **Us**.

Concealment, Misrepresentation or Fraud: No coverage will be provided if, whether before or after a **Loss**, any **Member** at any time has:

- a. Concealed or misrepresented any material circumstance concerning this insurance, or
- b. Made false statements or engaged in fraudulent conduct.

Recoveries: Any recovery or salvage on a **Loss** will accrue entirely to **Our** benefit until **We** have been fully reimbursed for **Our** payment.

Reinstatement of Limit after Loss: The maximum limit of insurance will not be reduced by the payment of any claim.

No Benefit to Bailee: No person or organization other than the **Member** will benefit from this insurance.

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