

MANUFACTURED HOME LIMITED WARRANTY

ACCOUNT NUMBER						
0	8	1	4	2	3	7

INFORMATION SCHEDULE

CUSTOMER	NAME					
	ADDRESS					
	CITY		STATE		COUNTY	
	CITY		STATE		COUNTY	
TELEPHONE NUMBER			EMAIL ADDRESS			
LOCATION OF COVERED HOME (IF DIFFERENT THAN ABOVE)	ADDRESS					
	CITY		STATE		COUNTY	
	CITY		STATE		COUNTY	
SELLING DEALER	NAME			LOAN NUMBER		
	ADDRESS					
	CITY		STATE		COUNTY	
PURCHASE DATE	PURCHASE DATE			SERIAL NO.		
	/ /					
COVERAGE	LIMITED WARRANTY PROVIDED FOR HOME STRUCTURE, SYSTEMS AND APPLIANCES DEFINED. LIMITED WARRANTY COVERAGE IS EFFECTIVE FOR SIX (6) YEARS AFTER THE COMPLETION OF THE MANUFACTURER'S ONE (1) YEAR WARRANTY.					
DEDUCTIBLE	A \$100 DEDUCTIBLE APPLIES TO EACH LOSS AND TO EACH COVERED COMPONENT.					
MANUFACTURED HOME	MANUFACTURER NAME			SERIAL NO.		
	BRAND NAME (MODEL)		<input type="checkbox"/> RENTAL UNIT	YEAR	LENGTH	WIDTH
				FT	FT	

With the purchase of **Your Manufactured Home**, you will receive this Limited Warranty at no additional cost to you.

Notice to Customer:

- You must follow the maintenance guidelines stated by the manufacturer. If your failure to follow the maintenance guidelines causes a Breakdown, you may be denied coverage.
- You are required to obtain authorization prior to beginning any repairs covered by this Limited Warranty. Refer to the Your Responsibilities section for instructions.
- This Limited Warranty begins directly after the expiration of any applicable manufacturer's Warranty.
- If the manufacturer's Warranty is void at the Manufactured Home Purchase Date or becomes void during the Limited Warranty Term, we will not automatically suspend all coverage. We will not provide any coverage that would have otherwise been provided under the manufacturer's Warranty, until the full term of the manufacturer's Warranty elapses. However, we will continue to provide any other coverage under this Limited Warranty, unless such coverage is otherwise excluded by the terms of this Limited Warranty.

I (Customer), whose signature appears below, acknowledge that the information contained above is true and accurate. I have read the terms and conditions, understand and agree to all provisions herein.

BUYERS SIGNATURE	DATE	CO-BUYERS SIGNATURE
X	/ /	

DEFINITIONS

Administrator means American Bankers Insurance Company of Florida, 11222 Quail Roost Drive, Miami, FL 33157; 1-800 358-0600.

Consequential damages mean any damage to any item, other than a **covered component**, which occurs as a result of the **covered component** having **failed to perform its intended function**.

Failure/fails/failed to perform its intended function means the operational or structural failure of a **covered component** due to a defect in material and workmanship to the degree that:

1. the **covered component** has stopped working completely; or
2. continued use of the **covered component** is dangerous to the occupants of the **home**; or
3. the **covered component** works so inefficiently that continued use is impossible or impractical.

Covered component means the specific items listed in the Home Service Coverages section of this **contract**.

Home means such parts, equipment and accessories as are originally built into and form a permanent part of the structure described on the Information Schedule. It also includes such appliances and equipment as were furnished by the manufacturer or dealer as standard equipment or described in the certificate of origin, sales invoice or similar instrument delivered to **you** at the time of purchase. It does not include any foundation, footers, room additions or other site-built additions, whether or not such items were included in the purchase price of the **home**.

Repair/repaired/repairing means to pay for the labor and replacement of any parts necessary to fix a **covered component**.

Replace/replacing/replacement means to provide a **covered component** of like kind and quality, including installation.

Originally supplied by the manufacturer means any **covered component** included in the certificate of origin, sales invoice, retail sales agreement or similar instrument between **you** and the dealer or seller of the **home** at time of purchase.

Incidental expenses mean those expenses incurred as a result of a **covered component** which has **failed to perform its intended function**, including, but not limited to: telephone, mileage, meal and temporary housing expense.

Selling Dealer means the dealer from whom you purchased your **home** as shown on the Information Schedule.

Limited warranty effective date means the date that coverage commences under this **contract** as specified on the Information Schedule. No coverage is afforded for failure occurring prior to this date.

Warrantor, we, us, our means the manufacturer shown on the Information Schedule.

You, your, yours means the customer who owns the **home** described on the Information Schedule.

HOME SERVICE COVERAGES

The coverages described below are available only when the coverage option is selected on the Information Schedule.

I. Home Structure Coverage:

We cover the following **covered components originally supplied by the manufacturer**, which **fail to perform their intended function** during the term of coverage.

Covered Components:

1. Steel frame;
2. Sub-floor structure;
3. Load bearing and non-load bearing framing members;
4. Interior walls;
5. Exterior walls;
6. Doors and sliding doors;
7. Windows;
8. Roof structure;
9. Ceiling; and
10. Tie down straps and anchors.

Exterior and interior walls, ceilings and the roof structure are covered only for defects in material or workmanship and only to the extent that they fail to perform the structural function for which they are intended.

II. Systems Coverage:

We cover the following **covered components originally supplied by the manufacturer**, which **fail to perform their intended function** during the term of coverage.

Covered components:

- A. Plumbing System** - All hot and cold-water lines, connections/joints, faucets and internal assembly parts of the toilet water holding tanks; all water waste pipes; all soil pipes and vents; sinks; bathtubs (not including hot tubs and spas); and shower stalls.
- B. Electrical System** - The service panel (except fuses); electrical wiring; ceiling receptacles, light fixtures; switch boxes and switches; wall receptacles and outlets.
- C. Central Heating System** - Heating system furnace (gas, electric, oil) and all component parts; fuel and electrical lines and their connections; duct work; fireplace and woodstove.
- D. Central Air Conditioning System** - Air conditioning unit (electrical or gas) and all component parts; fuel and electrical lines and their connections; duct work; evaporative coolers; vents and exhaust pipes/chimneys.
- E. Hot Water Heater** - (gas, electric, oil) and all component parts; fuel and electric lines and their connections; vents and exhaust pipes.

III. Appliance Coverage:

We cover the following **covered components originally supplied by the manufacturer**, which **fail to perform their intended function** during the term of coverage.

Covered components:

1. Clothes Dryer (electric or gas) - all component parts (electrical or mechanical) and housing.
2. Clothes Washer - all component parts (electrical or mechanical) and housing.
3. Dishwasher - all component parts (electrical or mechanical) and housing.
4. Garbage Disposal - all component parts (electrical or mechanical) and housing.
5. Oven (gas and electric) - all heating elements, pilot lights, switches, wiring and thermostats.
6. Microwave Oven - including microwave oven components.
7. Range (stove top, gas and electric) - all heating elements, pilot lights, switches, exhaust fan, hood, wiring and thermostats.
8. Refrigerator - all component parts (electrical and mechanical) and housing.
9. Trash Compactor - all component parts (electrical and mechanical) and housing.
10. Ceiling Fans – all component parts and housing.

WHAT THIS CONTRACT DOES NOT COVER

This **limited warranty** does not cover:

1. Any item **you** do not own, or any item not described under **covered components** in the **limited warranty**.
2. Any **covered component** that has not received proper periodic maintenance as recommended by the manufacturer or what would be expected to be maintained by a prudent homeowner.
3. Any **covered component** that has been subject to neglect or abuse or has been damaged as a result of a pre-existing condition.
4. Any **covered component** that has been modified or altered from its original condition unless such modification was done by the manufacturer or by its authorized representative.
5. Any **covered component** that is covered by:
 - a. warranty;
 - b. another **limited warranty** or insurance policy; or
 - c. legislation.
6. Any **covered component's** defects that are the subject of a voluntary or involuntary manufacturer product recall.
7. Any **covered component** that has not actually **failed to perform its intended function**.
8. Tires, axles and wheels.
9. Waste or soil stoppages or backups caused by overloading or improper use of the plumbing system.
10. Hot tubs and spas.
11. Intercoms, alarm, doorbells, garage door openers, stereos, antennas or satellite dishes.
12. Portable heating units or solar energy equipment.
13. Portable and window air conditioning units, portable appliances, thermostats, chimneys, flues and vents, water source heat pumps, pellet stoves and systems with improperly matched condensing unit and evaporative coils.

14. Any **covered component** damaged by frost, freezing, tree roots or condensation.
15. Any **covered component** damaged when the **home** is used primarily for business, professional or rental purposes. This exclusion does not apply to homes used for rental purposes if rental unit is selected on the Information Schedule.
16. Any **covered component** damage which results from:
 - a. aircraft,
 - b. vehicles,
 - c. accidents,
 - d. war,
 - e. nuclear reaction, radiation or radioactive contamination,
 - f. riots and civil commotion.
17. Acts of God, including but not limited to fire, rain, smoke, explosion, water escape, windstorm, hail, lightning, falling trees, flood, mudslides, landslides, earth movement, earth settling, volcanic eruption.
18. Peeling, chipping, discoloration, fading or other cosmetic loss or damage to material.
19. Any **covered component** damaged by insects, bats, rodents, reptiles, vermin, birds or domestic animals.
20. Any **covered component** that fails due to rotting, rust or corrosion.
21. Any inconvenience, **incidental expenses** or **consequential damages**.
22. Any discomfort, illness, inconvenience, or other potential or actual health hazards to any person caused by:
 - a. odors,
 - b. fumes,
 - c. airborne particles,
 - d. effects of construction materials,
 - e. bonding materials, or
 - f. insulation.
23. Any damage to or failure of a **covered component** resulting from or caused by the set-up of the **home**. Set-up means the preparation of the land where the **home** is located, the construction of the foundation system, whether temporary or permanent; and the placement, erection and leveling of the **home** or the **home's** components on a foundation system, that includes supporting, blocking, leveling, securing, anchoring and connection of such **home** or of multiple expandable sections of components, and the installation of air-conditioning and minor adjustments to the **home** or **home** components.

PAYMENT METHODS

1. The amount **we** will pay for any **covered component**, at **our** option, is limited to:
 - a. The cost to **repair** the defect, less the deductible; or
 - b. The cost to **replace** the defective **covered component** or **covered component** part, including installation, less the deductible.
2. **We** cannot guarantee the availability of **repair** parts or **replacement** components identical to the defective **covered component** or **covered component** part. **We** will make every reasonable attempt to assist **you** in having the component **repaired** to satisfactory serviceable condition. If this cannot be done, **we** will pay to **replace** the **covered component**.

If we determine that **replacement** of a defective **covered component** is necessary, we will pay for **replacement** and installation with one of similar kind, quality and value, less the deductible.

3. If we pay for **repair** or **replacement** of a **covered component**, we have the option of taking the old part or component or leaving it with you. You do not have the option of abandoning such part or component to us.
4. **Replacement** parts installed under the terms of this **contract** are covered only for the remainder of the initial coverage period of this **contract**.
5. We have no obligation when **repairing** or **replacing** a **covered component** to provide any ordinance or law, housing or building code upgrades.

NOTE: Each exterior and interior wall, roof or ceiling panel is a separate **covered component**. If one or more panels are defective, our obligation is for the **repair** or **replacement** of only the defective component(s). Only one deductible amount will apply to any one loss involving more than one of the same kind of panel.

DEDUCTIBLE

Each covered loss to each **covered component** will be subject to the deductible amount shown on the Information Schedule. When the loss is equal to or less than the deductible, you pay the full amount. When the loss is more than the deductible, you pay only the deductible and we pay the rest.

You are responsible for any service fees or charges due. If the loss is covered under this limited warranty, the service fee or charge will be included in the claims payment once the deductible has been fulfilled.

LIMIT OF LIABILITY

Our aggregate liability for all claims under this **limited warranty** is limited to the actual cash value of the covered **home**.

ARBITRATION PROVISION

READ THE FOLLOWING ARBITRATION PROVISION ("PROVISION") CAREFULLY. IT LIMITS CERTAIN OF YOUR RIGHTS, INCLUDING YOUR RIGHT TO OBTAIN RELIEF OR DAMAGES THROUGH COURT ACTION.

As used in this provision, you and your mean the person or persons named in this **limited warranty**, and all of his/her heirs, survivors, assigns and representatives. We and us shall mean the **selling dealer** and shall be deemed to include all of its agents, affiliates, successors and assigns, and any retailer or distributor of its products, and all of the dealers, licensees, and employees of any of the foregoing entities.

Any and all claims, disputes, or controversies of any nature whatsoever (whether in contract, tort or otherwise, including statutory, common law, fraud (whether by misrepresentation or by omission) or other intentional tort, property, or equitable claims) arising out of, relating to, or in connection with (1) this **limited warranty** or any prior **limited warranty**, and the purchase thereof; and (2) the validity, scope, interpretation, or N3411-0120

enforceability of this provision or of the entire agreement (claim), shall be resolved by binding arbitration before a single arbitrator. All arbitrations shall be administered by the American Arbitration Association ("AAA") in accordance with its Expedited Procedures of the Commercial Arbitration Rules of the AAA in effect at the time the claim is filed. The terms of this provision shall control any inconsistency between the AAA's Rules and this provision. You may obtain a copy of the AAA's Rules by calling (800) 778-7879. Upon written request, we will advance to you either all or part of the fees of the AAA and of the arbitrator. The arbitrator will decide whether you or we will be responsible for these fees. The arbitrator shall apply relevant substantive law and applicable statute of limitations and shall provide written, reasoned findings of fact and conclusions of law. This provision is part of a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.* **If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of the Arbitration Provision.** This Arbitration Provision shall inure to the benefit of and be binding on you and us and its provision shall continue in full force and effect subsequent to and notwithstanding the expiration of termination of this **limited warranty**.

You agree that any arbitration proceedings will only consider your claims. Claims by, or on behalf of, other individuals will not be arbitrated in any proceeding that is considering your claims.

YOU AND WE UNDERSTAND AND AGREE THAT BECAUSE OF THIS ARBITRATION PROVISION NEITHER YOU NOR WE WILL HAVE THE RIGHT TO GO TO COURT EXCEPT AS PROVIDED ABOVE OR TO HAVE A JURY TRIAL OR TO PARTICIPATE AS ANY MEMBER OF A CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM.

MANUFACTURER'S WARRANTY

THIS EXTENDED LIMITED WARRANTY IS EXCLUSIVE OF THE INITIAL MANUFACTURER'S WARRANTY; NO COVERAGE IS PROVIDED DURING THE TERM OF THE INITIAL MANUFACTURER'S WARRANTY.

AUTOMATIC REINSTATEMENT

Upon completion of **repair** or **replacement** of a **covered component** by us, this **limited warranty** automatically resumes for that **covered component** for the balance of the term of coverage.

RELOCATION

Homes that are permanently affixed to the site may not be relocated. Moving a permanently sited **home** will cause this **limited warranty** to be void.

Homes that are not permanently affixed may be moved. If you move your **home**, you may continue this **limited warranty** for the remainder of the term of coverage if:

1. You have professional **home** movers move your **home**;
2. You tell us where you have moved; and
3. You permit us to inspect your **Home**, if we request it, or we may have a designated agent inspect your **home**.

This **limited warranty** does not cover damage to **covered components** caused by the relocation of **your home**.

TRANSFER

You may transfer this **limited warranty** to new owners of **your home** for the remainder of the term of coverage only if **you** give **us** written notice within 30 days of such transfer.

INSPECTION

We reserve the right to inspect **your home** and/or have **you** submit periodic inspection reports.

CHANGES

If any provision of this **limited warranty** is in conflict with or violation of any applicable governmental requirements at the time **your limited warranty** is issued, it is automatically changed to conform.

LENDER

The lender may not make a claim under the **limited warranty** and no coverage is afforded under the **limited warranty** to the lender.

WHAT TO DO WHEN YOU NEED SERVICE

1. When **you** need service, **you** or someone on **your** behalf must telephone the **administrator** at the toll free number

Entire Limited Warranty

This Limited Warranty represents the entire agreement between You and Us. No person has the authority to change this Limited Warranty or to waive any of its provisions. No other written or oral statements apply to this Limited Warranty

(800) 280-5429 for instructions. If **you** require immediate service for **your** furnace or heating system during periods of cold weather, **you** may engage **your** own serviceman and **we** will pay the charge for any **covered component** failure.

2. Give **us** the information noted on the **Information Schedule**.
3. Tell **us** what **covered component** is involved, what happened and how it happened. If **we** need additional information, **we** will ask **you** for it. **We** may require a statement in writing.
4. Save the component. **DO NOT THROW IT AWAY**. **We** may want to inspect the component. Do not **replace** or attempt to make **repairs** to **covered components** unless authorized by **us** or for the purpose of emergency **repairs** as described in item 1 above.
5. Making **replacements** or attempting **repairs** may void coverage for the described **covered component** unless authorized by **us** or for emergency **repairs** as described in item 1 above.
6. Protect the **covered component** from further damage. Do not try to use it again.
7. **We** may require that **you** file with **us** a notarized statement. **You** will be required to cooperate with **us** in **our** effort to investigate **your** claim. If **you** fail to cooperate, **we** have the right to deny **you** coverage in this **limited warranty**.

