



# Plan Terms & Conditions

Appliance, Complete, and CompletePlus (Service Contract)

Best Day Home Warranty, LLC

Phone: 804-877-0777

Email: support@bestdayhw.com

Website: www.bestdayhw.com

This document describes the terms and conditions under which Best Day Home Warranty, LLC ("Company," "we," "us," "our") provides covered benefits under the plan you purchased ("Plan"), subject to the limits, exclusions, and requirements stated herein.

This Contract is a service agreement and is not an insurance policy. Coverage applies only to covered items located at the covered property and only during the active contract term.

## PLAN OPTIONS

### 1. Plans covered by this document

Appliance

Complete

CompletePlus

**How limits work:** Each Plan has (1) an overall Plan Maximum (maximum aggregate) and (2) category or per-item limits. For any claim, the maximum payable is limited by the applicable per-item/category limit and the remaining Plan Maximum.

**Important:** The Plans do not all cover the same items. Coverage and limits vary by Plan.

## CONTRACT BASICS

### 2. Term, effective date, waiting period, and service fee

- **Contract Term:** 12 months (renewal terms may be offered after the initial term unless cancelled)
- **Service Fee (Deductible):** You pay the lesser of **\$100** or the diagnosing contractor's standard service/diagnostic fee per service request.

#### Service Fee details (all Plans):

- **Amount:** The service fee is the lesser of **\$100** or the diagnosing contractor's standard service/diagnostic fee.
- **When due:** Due each time a technician is dispatched for a service request.
- **No covered failure found:** If no covered failure is found, you are responsible for the full cost of the service call and any non-covered work.
- **Multiple items:** If multiple covered items are diagnosed in the same visit, the Company may apply one or more service fees depending on the trade(s) and claim(s).

#### Effective date & waiting period:

- **Real estate transactions:** Coverage is typically effective immediately on the effective date shown in the real estate contract documentation (often the closing date).
- **Non-real-estate (direct-to-consumer / website) transactions:** Coverage is subject to a **45-day waiting period** from the effective date of purchase. No claims may be submitted and no covered benefits are payable for failures that occur or are discovered during the waiting period.

## PLAN LIMITS

### 3. Plan maximum and category limits

**Overall Plan Maximum (all Plans):** The Company will pay no more than **\$25,000** in total for covered benefits during the contract term, subject to all per-item/category limits, add-on limits, exclusions, and this Contract.



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Plan	Key Category / Per-Item Limits
<b>Appliance</b>	Appliances up to <b>\$1,000</b> each Optional add-on: <b>Major Appliance Upgrade</b> increases major appliance limit by <b>+\$500</b> each (see Section 5).
<b>Complete</b>	HVAC (Cooling + Heating) per system up to <b>\$2,500</b> Plumbing up to <b>\$1,000</b> Electrical up to <b>\$1,000</b> Major Appliances up to <b>\$1,000</b> each
<b>CompletePlus</b>	HVAC (Cooling + Heating) per system up to <b>\$3,500</b> Plumbing up to <b>\$1,500</b> Electrical up to <b>\$1,500</b> Major Appliances up to <b>\$1,500</b> each Roof Leak Repair (spot repair) included up to <b>\$500</b> (see Section 5.7) Zoning / Code Upgrades allowance up to <b>\$250</b> (see Section 4.4 and Section 9)

Note: "Per system" means one heating/cooling system serving the covered property (for example, one split system, package unit, or mini-split system as configured). If multiple systems exist, additional coverage may require an add-on.



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### COVERAGE SCOPE

#### 4. What is covered

Coverage applies to mechanical and electrical breakdown of covered items caused by normal wear and tear during the active contract term, subject to the Plan Maximum, category limits, waiting period (if applicable), and exclusions. Covered benefits may include diagnosis, repair labor, and parts necessary to restore normal operation, as approved by the Company.

##### 4.1 Appliances (Appliance, Complete, CompletePlus)

Appliances are covered under the limits in your Plan. Coverage generally includes the functional mechanical and electrical parts required for normal operation. Cosmetic parts and non-functional items are excluded (see exclusions).

##### 4.2 HVAC (Complete, CompletePlus)

HVAC coverage applies to covered heating and cooling equipment serving the covered property, subject to the per-system limit and exclusions. Coverage is for functional mechanical and electrical components required for normal operation.

##### 4.3 Plumbing (Complete, CompletePlus)

Plumbing coverage applies to functional failures of covered plumbing components within the main living area of the home, subject to Plan limits and exclusions. Access and restoration are excluded unless specifically approved in writing.

##### 4.4 Electrical (Complete, CompletePlus)

Electrical coverage applies to functional failures of covered electrical components in the home, subject to Plan limits and exclusions. Code upgrades and bringing systems to current code are excluded **except** that the **CompletePlus** Plan includes a limited **Zoning / Code Upgrades allowance up to \$250**, payable only when (a) the underlying failure is covered, (b) the upgrade is required to complete the approved repair, and (c) the work is pre-authorized in writing by the Company. This allowance does not increase the Plan Maximum or other category limits.



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## OPTIONAL ADD-ONS

### 5. Optional Add-Ons – terms, limits, and exclusions (T&C)

Add-ons are optional and are only active if purchased. Add-on coverage is subject to (a) the add-on maximum payout shown below (when applicable), (b) the service fee per service request, (c) the Plan Maximum and limits, and (d) all exclusions in this Contract. Add-ons do not increase your Plan Maximum unless explicitly stated.

Add-On	Status	Max Payout / Benefit (per contract term)
Major Appliance Upgrade	Optional	Increases major appliance limit by +\$500 each (see Section 5.0A)
Additional HVAC Unit	Optional	\$1,500
Additional Refrigerator	Optional	\$500
Dryer Vent Maintenance	Optional	Up to \$150 credit (accrual)
Electronics Protection	Optional	\$1,000
Guest Unit (up to 750 sq ft)	Optional	Same limits as Plan (no increase)
Pool & Built-In Spa Equipment	Optional	\$1,000
Roof Leak Repair	Optional / Included on CompletePlus	\$500
Septic System	Optional	\$500
Septic Tank Pumping	Optional	\$500 (pumping service only)
Stand Alone Freezer	Optional	\$500
Water Softener	Optional	\$500
Well Pump	Optional	\$500

#### 5.0A Major Appliance Upgrade (Optional) — increases major appliance limit by +\$500 each

If purchased, the Major Appliance Upgrade increases the applicable **major appliance** per-item limit by **+\$500** for the contract term. This upgrade applies only to the major appliances covered by your Plan (as defined by the Company) and does not increase the Plan Maximum. All work must be authorized in advance.

Example: If your Plan limits major appliances to \$1,000 each, the upgrade increases the major appliance limit to \$1,500 each for the contract term.

#### Add-On rules (applies to all add-ons):

- Add-ons must be purchased to be active. If an add-on is removed or cancelled, coverage ends immediately for that add-on and no further benefits are payable.
- Work must be authorized by the Company before it begins. Work performed without authorization is not covered.
- All benefits are limited to the add-on maximum (if any), the applicable Plan limits, and the remaining Plan Maximum.
- Access, modifications, and restoration (opening walls, excavation, roof access, cranes, etc.) are not covered unless specifically approved in writing.
- We do not cover conditions caused by improper installation, construction defects, code violations, misuse/abuse, lack of maintenance, or pre-existing conditions.



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### HOW SERVICE WORKS

#### 6. How to request service (claims)

- **Step 1:** Contact us to start a service request before any repair is performed.
- **Step 2:** We will assign an in-network provider or approve an alternative provider as permitted.
- **Step 3:** Pay the service fee when service is dispatched.
- **Step 4:** Covered work must be authorized by the Company before repairs begin.

**Reimbursement / out-of-network:** If you use your own contractor, we require written technician notes describing the failure and a full estimate for repairs before we authorize work. Reimbursement (if approved) is limited to the Company's authorized amount for the covered repair, less the service fee, and may not exceed the applicable Plan limits.

### COMPANY AUTHORITY

#### 7. Coverage decisions, authorization, and reasonable cost

The Company has the sole and exclusive right to determine whether a condition is covered or excluded, the reasonable cost and scope of work, and the method of providing the covered benefit (repair, reimbursement, replacement/credit, or alternative benefit), subject to Plan limits and applicable law. Work performed without prior approval is not covered.

#### 8. Parts, substitutions, and delays

We are not responsible for delays caused by parts unavailability, discontinued components, manufacturer backorders, shipping delays, or supply chain disruptions. We may use new, rebuilt, refurbished, remanufactured, or compatible aftermarket parts where permitted. OEM parts are not guaranteed unless required by law.

### GENERAL EXCLUSIONS

#### 9. Exclusions (not covered)

This Contract does not cover every condition or cost. The following are not covered under any Plan or add-on:

- **Inconsequential noise, odors, or vibrations** that do not materially affect primary function.
- **Cosmetic damage** including scratches, dents, rust/corrosion, discoloration, fading, chipped paint, or normal wear to finishes.
- **Pre-existing conditions** and any failure that existed prior to coverage start (including during any waiting period) or was detectable by inspection/testing.
- **Routine maintenance**, cleaning, tune-ups, adjustments, calibrations, and preventative services (except maintenance-style add-ons as expressly stated).
- **Improper installation**, modification, misuse, abuse, neglect, or repairs not performed to code.
- **Damage from lack of maintenance** or failure to follow manufacturer requirements.
- **Manufacturer warranty/recall** items, known defects, or class action covered failures.
- **Acts of God** including fire, flood, earthquake, lightning, windstorm, freezing, or power surges.
- **Pests/vermin** or foreign object damage.
- **Secondary or consequential damage** including food loss, water damage, cabinetry, floors, walls, ceilings, landscaping, or personal property damage.
- **Access, modification, or restoration** (opening walls/ceilings/floors, concrete, excavation, cranes, roof access) unless specifically approved in writing.
- **Code upgrades, permits, disposal/haul-away fees**, and bringing systems up to current code **except** that the **CompletePlus** Plan includes a limited **Zoning / Code Upgrades allowance up to \$250** when pre-authorized and required



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to complete an approved covered repair.

- **Utility or environmental issues** (low voltage, improper grounding, incorrect gas pressure, inadequate venting, water quality) not caused by a covered failure.
- **Items not located at the covered property** or not covered under your purchased Plan/add-ons.
- **Duplicate coverage** from any other warranty, insurance, or service agreement.

### CUSTOMER RESPONSIBILITIES

#### 10. Homeowner responsibilities

- Maintain covered items according to manufacturer recommendations and applicable codes.
- Take reasonable steps to prevent additional damage after a failure occurs.
- Provide safe, accessible access for diagnosis and service.
- Maintain utilities required for diagnosis and repair (electricity, gas, water) and ensure shutoffs are functional and accessible.

### LEGAL

#### 11. Fraud and misrepresentation

Any misrepresentation, concealment, or fraudulent statement regarding the condition, history, or use of a covered item may void coverage and may result in denial of claims.

#### 12. Limitation of liability

Under no circumstances shall the Company's total liability exceed the lesser of (a) the applicable per-item/category limits, (b) add-on max payout(s), or (c) the remaining portion of the **\$25,000** Plan Maximum. We are not liable for indirect, incidental, special, or consequential damages including lost use, inconvenience, or personal property damage.

#### 13. Cancellation and refunds

Cancellation terms, eligibility for refunds, and any administrative fees are governed by your cancellation policy and applicable law. Any refund (if applicable) may be prorated less any service costs, claim payments, and allowed fees.

#### 14. Governing law

This Contract is governed by the laws of the state where the covered property is located.

#### 15. Entire agreement

This Contract, together with any written endorsements or amendments issued by the Company, constitutes the entire agreement between you and the Company. No oral statements or representations shall modify this Contract.

#### 16. Severability

If any provision of this Contract is found invalid or unenforceable, the remaining provisions remain in full force and effect.

#### 17. Notices and communications

You agree that we may provide notices and communications related to this Contract by email, phone, text message, or mail using the contact information you provide. You are responsible for keeping your contact information current.

#### 18. Force majeure

We are not liable for delays or failure to perform caused by events outside our reasonable control, including supply chain disruptions, part shortages, shipping delays, natural disasters, or labor disputes.



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### **Customer Support**

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