



# Mitsubishi Extended Warranty Program Guide

## Service Rates / Allowance Schedule

Normal Call Rate (Includes Diagnostics and first 30 minutes at the job site)	\$65
Normal Hourly Rate/ Registered Warranty Rate	\$90 / \$125 / \$150
Refrigerant Reclamation Fee (if reclaim is necessary)	\$55

Electrical	Job Hours Allowed
CAPACITOR/CIRCUIT BOARD	1
HEATER ELEMENT	1
CRANK HEATER	1
FAN SWITCH/ CONTROL	1
FUSE BLOCK	1
MOTOR (COND FAN / BLOWER)	1
HR BOX SOLENOID	1
TRANSFORMER	1
THERMOSTAT (WIRED ONLY)	1

Mechanical/General	Job Hours Allowed
DRAIN PAN - PRIMARY ONLY	1
FAN / BLOWER	1
LOUVER	.5
LOUVER MOTOR	1
MOTOR MOUNT	1
MISC.	1

Refrigerant	Job Hours Allowed
COMPRESSOR	4
ACCUMULATOR	3
COIL	3
EXPANSION VALVE	3
HEADER / DIST.	3
METERING DEVICE	3
REVERSING VALVE	3
PRESSURE SWITCH	2
RECEIVER	2
INTERNAL REF. TUBING	2
SERVICE VALVE	2

- Secondary compressor replacement on residential systems allow for additional 30 minutes
- 2x hourly rate allowed on commercial compressor and coil repairs.
- Secondary drain pan is not covered

PART COST Sum of total parts	Allowance
\$0.01 - \$9.99	\$5.00
\$10.00 - \$24.99	\$15.00
\$25.00 - \$49.99	\$20.00
\$50.00 - \$74.99	\$25.00
\$75.00 - \$99.99	\$30.00
\$100.00 - \$124.99	\$35.00
\$125.00 - \$149.99	\$40.00
\$150.00 +	\$45.00

### EXCLUDES COILS

Refrigerant allowance per pound -  
\$7.50 (410-a) \$15.00 (R-22)

## Dealer Service Agreement

- Authorized Service Contractor/Rep, upon request, will perform service and repair work on HVAC equipment for Premium Protection Plan Program (hereby noted as JB&A PPP) agreement holders when agreement holders have a valid claim. The Authorized Service Contractor/Rep agrees to charge the manufacturer for labor and parts whenever they are covered under the manufacturer's warranty. JB&A PPP will not begin labor payment before the 91st day of receipt of the applicable executed agreement. It is very important for you to know if the consumer's agreement covers both part(s) and labor or if it covers only the part(s) or only the labor. If only one part(s) or labor is covered, it will be clearly stated on the consumer's agreement. These service contracts only cover mechanical and electrical failure.
- Authorized Service Contractor/Rep must agree to perform the needed service and to repair the unit as efficiently and reasonably as possible. Service shops must give a minimum 90 days guarantee on labor and honor the standard manufacturer's warranty on parts they install. No claims for service parts or labor are paid until after the manufacturer's warranty has been completed.
- Authorized Service Contractor/Rep must not make any repair pursuant to an agreement without first checking the warranty date and terms of coverage. Prior authorization tracking number generation is required for the following repairs or replacement: Compressor, Heat Exchanger, ECM Variable Speed (VFD Inverter type) Motor, Coil or any repair that exceeds \$600. Only items covered by the warranty are subject for payment.
- JB&A PPP requires that the following must be included on all claims and supporting documents.
  - Service company name, complete address, phone number and email address.
  - Customer's name, complete address, phone number and email address.
  - Extended warranty service contract number, type and length of agreement.
  - Type of unit covered (such as condensing unit, air handler, compressor, etc.) and size of unit.
  - Product manufacturer, model number and serial number.
  - Date unit was purchased.
  - Date of service.
  - Nature of problem (diagnosis and date of diagnosis).
  - Type of service performed and details of the repair.
  - List of part numbers used (even if still under manufacturer's warranty).
  - Itemized list of charges.
- Copy of distributor's invoice on all parts.
- Customer's and service technician's signature on all service/repair tickets must be kept on file by the Contractor/Rep and made available to JB&A PPP on request.
- Claims must be legible.
- A copy of the signed service ticket, work order must be submitted including technician's arrival and departure time.
- If any of the information outlined in Section 4 is missing, then the claim shall be returned for additional information. ZERO TOLERANCE for altering original documentation.
- Parts invoice must accompany all claims, including claims against labor only agreements. ZERO TOLERANCE for altering original documentation.
- "No problem found" calls are not covered-no reimbursement. This includes resetting of tripped safety switches. The consumer pays for such calls.
- JB&A PPP agreements do not provide for two men per truck labor rates on residential products. Two men on COMMERCIAL roof mount and large ground mount units are covered for compressor and coil replacement only. Crane fee not to exceed \$250 on roof mounted units for commercial compressor and coil replacements
- JB&A PPP agrees to pay labor and/or parts and/or Parts Allowance per the programs reimbursement schedule. Parts may be requested to be returned to JB&A PPP for evaluation. Labor rate is listed and approved as shown on-line in the JB&A PPP Application.
- All service work must be done during normal working hours. No extra charges for after hours, weekend and holiday overtime are allowed. Standard day rates will be paid.
- The agreement becomes effective on the 91st day from receipt of the agreement from JB&A PPP. No claims will be paid for work done to any and all pre-existing conditions that occur prior to the effective date of this contract. If an Agreement's coverage is changed, there will be a 45 day waiting period, during which a claim cannot be filed.
- Authorized Service Contractor/Rep agrees JB&A PPP may verify, if they desire, directly with the customer or holder of the agreement, work performed for which the claim has been filed. Random audits will be performed. The Contractor/Rep Service Agreements for Contractor/Reps who submit fraudulent claims or experience excessive claims will be automatically terminated and their customer list reassigned to another authorized contractor.
- JB&A PPP will pay Authorized Service Contractor/Rep \$1.00 per mile up to 30 miles outside the Servicer's normal trade area, defined as outside a 30 mile radius of the Servicer's shop or office.
- Claims must be submitted within thirty (30) days of service. Any missing supporting documents must be submitted within 30 days of date of submission. Incomplete claims will not be considered and will be denied. Denied claims can be revisited within 30 days of claim denial on a case by case basis.
- JB&A PPP reserves the right to assign agreements to other registered service Contractor/Reps(s) if any of the following conditions are met: (a) service Contractor/Rep fails to promptly and competently perform service work when requested to do so by JB&A PPP or the consumer, (b) service Contractor/Rep ceases to operate as a business, or (c) Contractor/Rep requests such assignment.
- This agreement may be terminated by either party at any time.
- In the event of any grounds default by Authorized Service Contractor/Rep or other grounds for termination, JB&A PPP shall provide written notice to Authorized Service Contractor/Rep and request them to cure the default. If, within three working days of notice, the Authorized Service Contractor/Rep has not cured such default or provided JB&A PPP with adequate assurances that the default will be cured, then JB&A PPP reserves the right to assign the agreements(s) to another registered service Contractor/Rep. In the event of such assignment or termination, JB&A PPP shall not be liable to the Authorized Service Contractor/Rep for any damages arising out of said assignment or termination, including but not limited to lost profits or revenues.
- It is understood and agreed that the Authorized Service Contractor/Rep shall carry a minimum of \$1,000,000.00 Comprehensive General Liability Insurance, and shall provide evidence of such insurance upon request.
- EXCLUDING APPROVED FACTORY APPLIED PROTECTIVE COATINGS neither contractor nor affiliate will offer JB&A PPP on equipment located within 1 miles of salt-water coastal environment, UNLESS JBA SEACOAST COVERAGE IS PURCHASED. JB&A PPP is not eligible for equipment installed in corrosive atmosphere where chemicals or aerosols are present.
- Capacitors replaced during maintenance calls are not covered.

# Terms and Conditions

Annual proper maintenance required per factory recommendations. If not performed could result in service contract being voided. The Premium Protection Plan™ covers mechanical failure only and is not to be considered a maintenance agreement. Proof of annual maintenance may be required.

Pricing is for equipment within 2 years from start up. Expiration of coverage is calculated from start up date. JB & Associates will not begin labor payment on a claim that occurs before the 91st day from receipt of purchase, except 1 year labor plans, which will begin on the 60th day from receipt of purchase. Coverage begins on the equipment start-up date and continues for the length of the agreement. Parts coverage begins the day factory coverage expires.

Premium Protection Plan™ reimburses one (1) part allowance per claim and is eligible beginning on the 91st day from purchase.

## 1. Service Agreement Provider/ Obligor:

The Service Agreement Provider/Obligor under this Service Agreement is Dealers Alliance Corporation, 240 N. Fifth Street, Suite 350, Columbus, OH 43215, except in Florida - the Obligor is Dealers Assurance Company located at 240 N. Fifth Street, Suite 350, Columbus, OH 43215 (Florida License # 02977) and in New Jersey and New York - the Obligor is Dealers Administrative Services, 240 N. Fifth Street, Suite 350, Columbus, OH 43215.

2. Definitions: "We", "Us" and "Our" shall mean the obligor. In Florida "We", "Us" and "Our" shall mean Dealers Assurance Company. "You" or "Your" shall mean the consumer or purchaser of the product(s) covered by this Service Agreement. Service Agreement ("Agreement") shall mean this document together with Your original purchase receipt. "Administrator" shall mean Administrarr LP, DBA: Administar, Located at 8600 Freeport Parkway Suite 410B, Irving, TX 75063. For claims or information about this Agreement, please call the Program Administrator (855) 542-3646. There is no deductible under this Service Agreement.

3. WHAT IS COVERED: In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) as described subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section below entitled WHAT IS NOT COVERED. The covered product (or products) under this Service Agreement are set forth on page 1 of this Service Agreement. In the event of any conflict between this Section 3 and the description on page 1, the description on page 1 shall control.

a) Repair Protection: If Your product is eligible for repair protection this Agreement provides, at our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, used, refurbished or non-original manufacturer's parts that perform to factory specifications of the product;

b) No Lemon Guarantee: This Agreement provides that following the expiration of the manufacturer's warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality not to exceed the original purchase price of the product. This clause will be exercised at our sole discretion;

c) Generator(s): All internally installed parts supplied by the manufacturer;

d) Condensing Unit(s): All internally installed parts supplied by the manufacturer. Evaporator coils, condenser coils, and metering devices are covered against leaks as received from the manufacturer. The Agreement will not pay for changeover from CFC to non- CFC refrigerant or oil changes on commercial compressors;

e) Evaporator Coil: A new evaporator coil is covered when sold as a part of a complete system;

f) Compressor: All internal functioning parts supplied by the manufacturer;

g) Electric Furnaces and Air Handlers: All internal functioning parts including heat modules and controls supplied by the manufacturer;

h) Gas Furnace: All internal functioning parts supplied by the manufacturer;

i) Water Heater: All internal functioning parts supplied by the manufacturer. Excludes any repair due to calcium build-up;

j) Boiler(s): Coverage applies to internal parts as installed by the original manufacturer, additional external pumps excluded;

k) Heat Pump: Coverage applies to internal parts as installed by the original manufacturer. Excludes exterior components (i.e. drain lines, disconnect breakers, external pumps) or any failure, leakage, or design problem associated with closed loop application or open discharge piping;

l) Refrigerant Leaks: Covers repair of the leak and replacement refrigerant charge as a result of leaks internal of the unit. Refrigerant is covered only when a leak has been permanently repaired and/or a compressor or coil replaced.

4. Maintenance Requirement: You must maintain the equipment in accordance with the service requirements set forth by the manufacturer to keep Your Service Agreement in force. Evidence of proper service, when required by Administrator, must be submitted in the event of a claim. Failure to maintain the product in accordance with the manufacturers instructions may result in denial of coverage under this Agreement.

5. Claim Submission: Upon inspection and diagnosis, if it is determined that the failure is covered by this Agreement, the service agent should repair the failure and proceed per the program guidelines and submit the claim along with proper documentation. You must sign all service invoices upon completion of the repair.

a) Hours Of Service: Repair service and service calls will be made during normal working hours of the service dealer. We do not cover overtime rates.

6. Terms: This Service Agreement shall commence upon the date of Agreement purchase. The product manufacturer has primary responsibility for replacement or repair of the covered product during the manufacturer's warranty period. Claims will not be accepted before the standard waiting period expires. See Service Agreement for "Coverage Start Date."

7. Limit of Liability: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the product less taxes, or our limit of liability table [Attachment: Limit of Liability], whichever is less.

In the event that We make payments for repairs, which in the aggregate, are equal to the product Purchase Price, or We replace the product with a new, rebuilt or refurbished product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. For more details on Limit of Liability, please visit [www.jbandassociates.biz/lol](http://www.jbandassociates.biz/lol).

8. To Obtain Service: If the covered product requires service, call the service contractor noted on the front page of Your Service Agreement. You must provide the Agreement number and explain the problem. They will attempt to resolve the problem you are experiencing over the telephone. If the service agent cannot resolve the problem they will schedule a service call with you. We reserve the right to inspect the product from time to time. Service will be provided during normal business hours and in the USA only.

9. Purchaser Records: You may be required to provide proof of purchase as a condition for receiving service under the Agreement. Your original purchase receipt and this Agreement should be kept in a safe place.

## 10. WHAT IS NOT COVERED:

a) Any equipment located outside the United States of America;

b) Equipment sold without a manufacturer's warranty;

c) Refurbished products;

d) Repair or replacement necessitated by loss or damage resulting from any cause other than normal use and operation of the product in accordance with the manufacturer's specifications and owner's manual. This includes, but is not limited to, theft, operator negligence, misuse, abuse, improper electrical/power supply, spikes, and surges, incorrect wiring, non-connected/ loose wires, field installed wiring, exposure to natural disasters (such as tornados, hurricanes, floods, earthquakes);

e) Unauthorized repairs, repairs due to improper installation and/or improper application, leaks caused from non-factory welds;

f) Cosmetic damage to case or cabinetry or other non-operating parts or components including corrosion or oxidation;

g) Lack of manufacturer specified maintenance, improper equipment modifications, vandalism, animal or insect infestation, rust, dust, corrosion, defective batteries, battery leakage, acts of nature, or any other peril originating from outside the product;

h) Any and all pre-existing conditions that occur prior to the effective date of this Agreement;

i) Service necessary because of improper storage, improper ventilation, reconfiguration of equipment, use or movement of the equipment, including the failure to place the equipment in an area that complies with the manufacturer's published space or environmental requirements;

j) Any utilization of equipment that is inconsistent with either the design of the equipment or the way the manufacturer intended the equipment to be used;

k) Failures of products caused by any installation that prevents normal service;

l) Any and all cases in which the manufacturer of the equipment would not honor any warranty regarding the equipment;

m) Failure to use reasonable means to protect Your product from further damage after a failure occurs;

n) Product(s) with removed or altered serial number;

o) Service recommended (for convenience) by a repair facility not necessitated by mechanical or electrical breakdown even when components are operating outside manufacturers specifications but still providing proper heating and cooling;

p) Any repair that is a result of in-warranty parts not provided or shipped by the manufacturer; damage or equipment failure which is covered by manufacturer's warranty, manufacturer's recall, or factory bulletins (regardless of whether or not the manufacturer is doing business as an ongoing enterprise);

q) Systems or component(s) that are covered by a manufacturer's warranty, insurance or another service contract;

r) Consequential damages or delay in rendering service under this Agreement or loss of use during the period that the product is at the repair center or otherwise awaiting parts;

s) Service required as a result of any alteration of the equipment or repairs made by anyone other than the authorized service provider, its agents, distributors, contractors or licensees or the use of supplies other than those recommended by the manufacturer;

t) Charges related to "No problem found" diagnosis or preventative maintenance performed without mechanical breakdown or electrical failure. Non-failure problems, including but not limited to; noises, squeaks, unbalanced fan blades, tightening of fittings, resetting switches, etc. Intermittent issues are not product failures;

u) Standard Programmable and digital thermostats are covered with a complete split or package system if listed on the first page of this Contract. Additional coverage required for thermostats when OEM coverage is less than the term of the system agreement and when the thermostat cost is > \$125 wholesale cost. Humidistats, combination, zone controllers, and variable speed motor (ECM) controllers for zone or humidity control are not covered with a system and require additional separate agreement purchase;

v) Services made mandatory by changes in Federal, State or local regulations;

w) Clogged drain line, electrodes, nozzles or gaskets, are considered maintenance and are not covered. Exterior disconnect box and high voltage wiring;

x) Thermostat calibration and/or software updates, incorrect wiring and dead batteries;

y) Appearance features, aesthetics, paint and cabinet parts, knobs and buttons, routine maintenance, periodic cleaning, and customer education;

z) Consequential damage caused by rust, oxidation corrosion, water, freezing, fire, lightning, general environmental conditions, insect or rodent infestation, vandalism, or other acts of nature;

aa) Special tooling, blocks, tackle, dollies, and scaffolding;

ab) Filters, duct work, vents, external fuses, external line sets, belts, connectors, piping, high or low voltage lines external of the equipment;

ac) Premium service cost over normal service charges. Items located outside the installed unit's cabinet;

ad) Shipping, handling, and refrigerant disposal fees are not covered and are the responsibility of the owner;

ae) Failures due to incorrect refrigerants, improperly matched condensing units and evaporator coils, or metering devices;

af) Dirty Sock Syndrome or odors;

ag) Automatic transfer switches above 400 amps and/or 3 phase, are excluded from coverage;

ah) Portable generators are excluded from coverage. Repairs performed by unauthorized Service Agents. Generators used as rental or trailer mounted applications;

ai) Generators used for prime power where utility power does or does not normally exist. Cost of normal maintenance (i.e. tune-ups and associated parts), adjustments, loose/leaking clamps, installation, and start-up;

aj) Steel enclosures that are rusting due to improper installation, and/or location in a harsh or saltwater environment; or scratched where integrity of paint applied is compromised;

ak) Failures resulting from exposure to corrosive environments, unless seacoast coverage is purchased. Corrosion caused by atmospheric environments contaminated by aerosols;

al) Failures caused by any contaminated fuels, oils, coolants or lack of proper fluid amounts;

am) Batteries, fuses, belts, spark plugs and all engine fluids;

an) Transportation deemed abnormal;

ao) Equipment that has been moved from original address such as mobile homes, etc.;

ap) Field installed accessories including but not limited to: float switch, secondary drain pan, baffle, drip eliminator, start kit, surge protector, condensate pump, wireless accessories, etc.)

aq) Refrigerant used during diagnostic leak checks, or for temporary heating/cooling

11. Renewal: This Service Agreement may at Our discretion be renewed at the expiration of its term. When We offer to renew the Service Agreement, the renewal price quoted will reflect the age of the product and the prevailing service cost at the time of the renewal.

12. Transferability: This Agreement may be assigned or transferred at no charge to subsequent owners if the maintenance required has been performed. This can be done only if the original Service Agreement holder sends notice to the dealer and calls the Program Administrator toll-free at 855-742-5522 within one hundred and eighty (180) days of a change in ownership, the name and address of the new purchaser along with a copy of the original Service Agreement. In the event of a transfer of registered equipment due to manufacturer/dealer replacement, the original start-up date will remain in effect for the duration of the Agreement

13. Cancellation: You may cancel this Agreement at any time. To arrange for cancellation of this Agreement call Administrator toll-free at 855-742-5522. If You cancel within the first thirty (30) days after purchasing this Agreement You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Agreement purchase price, whichever is less.

Administrator or We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price, fraud or material misrepresentation. If We cancel this Agreement, Administrator will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

14. Insured Agreement: This is not an insurance policy. However, We have obtained an insurance policy to insure Our performance under this Service Agreement. In the event We cease to operate, become bankrupt, or fail to pay any claim or fail to replace the Product covered under this Service Agreement within one hundred and eighty (180) days after the Product has been returned or, in the event that You cancel this Service Agreement, and We fail to refund the unearned portion of the Service Agreement price, You are entitled to make a direct claim against the insurer, Dealers Assurance Company, 240 N. Fifth Street, Suite 350, Columbus, OH 43215, 800-282-8913.

15. SUBROGATION: In the event that coverage is provided under this Agreement, We shall be subrogated to all the rights You have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Agreement shall belong to, and be paid to JB & Associates, up to the amount of benefits paid under this Agreement. We shall recover only the excess after You are fully compensated for Your loss.

ENTIRE CONTRACT: This Service Agreement together with Your Purchase Receipt sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify.

## SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this service agreement plan ("Service Agreement") which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Service Agreement was purchased in one of the following states and supersede any other provision of Your Service Agreement terms and conditions to the contrary.