

# Premium Protection Plan™



## Dealer Service Agreement

1. Authorized Service Contractor/Rep, upon request, will perform service and repair work on HVAC equipment for Premium Protection Plan Program (hereby noted as JBW 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. JBW 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.
2. 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 of 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.
3. 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.
4. JBW PPP requires that the following must be included on all claims and supporting documents.
  - A. Service Company name, complete address and phone number and email address.
  - B. Customer's name, complete address and phone number and email address.
  - C. Extended warranty service contract number, type and length of agreement.
  - D. Type of unit covered (such as condensing unit, air handler, compressor, etc) and size of unit.
  - E. Product manufacturer, model number and serial number.
  - F. Date unit was purchased.
  - G. Date of service.
  - H. Nature of problem (diagnosis and date of diagnosis).
  - I. Type of service performed and details of the repair.
  - J. List of part numbers used (even if still under manufacturer's warranty).
  - K. Itemized list of charges.
  - L. Copy of distributor's invoice on all parts.
  - M. 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 JBW PPP upon request.
  - N. Claims must be legible.
  - O. A copy of the signed service ticket, work order must be submitted including the technician's arrival and departure times.
5. 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.
6. Parts invoice must accompany all claims, including claims against labor only agreements. ZERO TOLERANCE for altering original documentation.
7. "No problem found" calls are not covered, and no reimbursement is issued. This includes resetting of tripped safety switches. The consumer pays for such calls.

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8. JBW 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.
9. JBW 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 JBW PPP for evaluation. Labor rate is listed and approved as shown on-line in the JBW PPP Application.
10. 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.
11. The agreement becomes effective on the 91st day from receipt of the agreement from JBW 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.
12. Authorized Service Contractor/Rep agrees JBW 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.
13. JBW 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.
14. 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.
15. JBW 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 JBW PPP or the consumer, (b) service Contractor/Rep ceases to operate as a business, or (c) Contractor/Rep requests such assignment.
16. This agreement may be terminated by either party at any time.
17. In the event of any grounds default by Authorized Service Contractor/Rep or other grounds for termination, JBW 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 JBW PPP with adequate assurances that the default will be cured, then JBW PPP reserves the right to assign the agreements(s) to another registered service Contractor/Rep. In the event of such assignment or termination, JBW 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.
18. 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.
19. EXCLUDING APPROVED FACTORY APPLIED PROTECTIVE COATINGS neither contractor nor affiliate will offer JBW PPP on equipment located within 1 miles of salt-water coastal environment, UNLESS JBA SEACOAST COVERAGE IS PURCHASED. JBW PPP is not eligible for equipment installed in corrosive atmospheric where chemicals or aerosols are present.
20. Capacitors replaced during maintenance calls are not covered.