

Authorized Fuel Oil Dealer:

Contact:	Phone No:	Service Agreement #:
Issued to:	Tank Type:	Tank Size:
Address of System:	Terms of Contract: From:	
	To:	
Enrollment Date:		

Deductible Amount: \$500 Aboveground Storage Tank Accidental Release Deductible Amount;

A. DEFINITIONS

Throughout this document, "You" and "Your" refers to the **Service Agreement** purchaser and any authorized transferee/assignee of the **Service Agreement** purchaser. "Obligor", "We", "Us", and "Our" refers to the company obligated under this **Service Agreement**, National Product Care Company, located at 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206. If **Our** customer is an individual, **You** includes all members of his or her household in permanent residence at the time an **Accidental Release** is first discovered by **You**. In addition, when in bold certain words and phrases are defined as follows:

- Accidental Release** means a release of the fuel oil from **Your Fuel Oil System** which is neither expected nor intended from the standpoint of a reasonable person, and exceeds permissible levels under applicable law or agency directive;
- Administrator** means, Powderhorn Agency, Inc. P.O. Box 872, Brookfield, CT 06804, (888) 354-0677.
- Authorized Fuel Dealer** means the authorized fuel dealer identified on the Summary Page.
- Cleanup** means to remove, treat, or monitor contaminated soils and/or groundwater which exceed permissible levels under applicable law or agency directive, including disposal of the defective **Fuel Oil System** where necessary. In the event that fuel oil associated with the **Accidental Release** does not exceed permissible levels under applicable law or agency directive, **Our** obligation is limited to the disposal of the **Fuel Oil System** backfilling of the soil, and/or the reasonable and necessary testing and reporting requirements;
- Cleanup Costs** means the reasonable and necessary cost for **Cleanup**;
- Fuel Oil System** means any Aboveground fuel oil tank with associated piping that is free-standing, on legs and on a pad where all sides must be visible;
- Property** means **Property You** own or rent on which the **Fuel Oil System** is located;
- Repair or Replacement Costs** means the necessary costs to repair or replace **Your Fuel Oil System** with like kind and quality that **We** find to be defective and the defect resulted in an **Accidental Release**.
- Service Agreement** means the terms, conditions, limitations and exclusions and Summary Page.

B. TANK REPAIR OR REPLACEMENT DESCRIPTION

- We** will pay to repair or replace **Your Fuel Oil System** when required due to a defect or caused by normal wear and tear. **You** must first discover and report the defect to **Us** through **Administrator** during the term of this **Service Agreement**. **Your Authorized Fuel Dealer** or **Administrator** may recommend to proactively replace **Your Fuel Oil System**. In which case, **You** will be responsible for the Deductible indicated on **Your** Summary Page.

C. ACCIDENTAL RELEASE PROTECTION DESCRIPTION

- We** will pay **Cleanup Costs** fuel oil consistent with the terms of this **Service Agreement**, due to an **Accidental Release** from **Your Fuel Oil System** as a result of a defect in **Your Fuel Oil System** on **Your Property**. The **Accidental Release** must be discovered within the term of this **Service Agreement** and reported to **Administrator** as soon as practical after **You** become aware of an **Accidental Release**. However, in no event can **You** notify **Administrator** of the **Accidental Release** more than twenty-four (24) hours after **You** become aware of it.
- We** will also repair or replace **Your Fuel Oil System**, if fuel oil has been accidentally released from **Your Fuel Oil System**. For this protection to apply, **You** must first discover and report the **Accidental Release** to **Us** during the term of this **Service Agreement**.
- Our** obligations under this **Service Agreement** are limited solely to the amounts of protection set forth in the Limits of Liability Section F below.
- The term of this **Service Agreement** is stated above in the Summary Page. If no term is stated, the term will be the period from the date this **Service Agreement** is issued until one (1) year thereafter, whichever period is shorter, unless terminated earlier; This **Service Agreement** shall be deemed to be issued by **Us** after **You** submit an annual fee to **Us** and **We** accept **Your** enrollment by issuing to **You** a **Service Agreement**.

D. TERM AND RENEWAL

- Protection under the **Service Agreement** begins on the Effective Date after **Administrator** approves your application.
- This **Service Agreement** is offered for an initial term of one year beginning on the Effective date stated in the Summary Page. Upon the end of the term, the **Service Agreement** will automatically renew for one (1) year unless **Administrator** notifies **You** or **You** notify **Administrator** in writing within thirty (30) days of the expiration of this **Service Agreement** stating that this **Service Agreement** will not be renewed. **Administrator** will notify **You** of any increase in the cost of

the renewal of this **Service Agreement** prior to the end of the term. **You** must notify **Administrator** within thirty (30) days thereafter if **You** will not renew this **Service Agreement** based upon such increase in cost.

E. ELIGIBILITY

The Following **Fuel Oil Systems** are eligible for protection under this **Service Agreement**:

- If **Your Fuel Oil System** has a capacity under 2,000 gallons;
- You** are a customer on automatic oil deliveries with **Your Authorized Fuel Oil Dealer**;
- If **Your Fuel Oil System** is free-standing on legs and on a pad where all sides must be visible;

F. LIMITS OF LIABILITY – AMOUNT WE WILL PAY

- The maximum amount **We** will pay for **Cleanup Costs** resulting from the same **Accidental Release**, or continuous or related **Accidental Release** (s), is \$50,000 even if the same, continuous or related **Accidental Release** (s) takes place during **Our** subsequent renewal period of this **Service Agreement** regardless of the amount of same, continuous, or related **Accidental Release** (s) that may have or have occurred.
- In addition to the amount described in paragraph 1 of this Section F, the maximum amount **We** will pay for the repair or replacement of **Your Fuel Oil System** is \$1,500 for an Aboveground tank. This amount includes labor charges involved to reconnect new tanks and new parts, such as pipes, nozzles, gauges or lines, as required.
- You** will be responsible for the Deductible Amount shown in the Summary Page, which shall apply to each **Accidental Release**, or continuous or related **Accidental Release** (s) and must be paid prior to **Cleanup**. **We** shall have no obligation whatsoever to pay this Deductible Amount. This Deductible Amount does not reduce the maximum amount **We** will pay for **Cleanup Costs** as described in Paragraphs 1 and 2 of this Section F above.

G. WHAT YOU MUST DO IN THE EVENT OF AN ACCIDENTAL RELEASE

In order for this **Service Agreement** to apply:

- You** must notify **Administrator** as soon as practical after **You** become aware of a defect in **Your Fuel Oil System** or an **Accidental Release**. However, in no event can **You** notify **Administrator** of the **Accidental Release** more than twenty-four (24) hours after **You** become aware of it. Notice must include: How, when and where the **Accidental Release** took place.
- Once there is an indication of an **Accidental Release** discovered, the fuel oil tank must be pumped out immediately by **Your Authorized Fuel Oil Dealer** or one of the contractor's qualified by **Administrator**. **You** will be responsible for paying the cost to pump out **Your** tank.
- Except for emergency action taken to stop or contain the release, **You** must notify **Administrator** prior to and obtain **Administrator** consent for any expenditure for **Cleanup Costs**, repair costs, or replacement costs as a result of any **Accidental Release**. **You** must allow **Administrator** or **Administrator** representative to inspect the **Fuel Oil System** at any reasonable time and **You** may be required to pay a Deductible Amount as shown in the Summary Page. No **Service Agreement** holders will, except at their own cost, voluntarily make any payment, assume any obligation or incur any expense, without **Administrator** consent.
- You** agree to provide **Administrator**, or **Administrator** representative, access to the area of fuel oil contamination on **Your Property** and to cooperate with **Administrator** in the testing for or monitoring of, neutralizing of and removal of fuel oil.
- You** agree to initiate fuel oil tank removal by a contractor qualified by **Administrator** within 30 days of submitting a claim to **Us**.
- You** agree to pay **Administrator** the required Deductible Amount as shown in the Summary Page upon receipt of the invoice.
- You** agree to cooperate with **Administrator** to the fullest extent possible in the **Cleanup** and tank repair or replacement.
- You** agree that all tank removals and/or cleanups shall be performed by contractors qualified by **Administrator**.
- You** agree to install a new **Fuel Oil System** prior to the removal of **Your** existing **Fuel Oil System**.

H. EXCLUSIONS -- WHAT THIS SERVICE AGREEMENT DOES NOT COVER

The protection afforded by this **Service Agreement** does not apply:

- To any **Fuel Oil System** used on a commercial property not previously approved by **Administrator** in writing.
- If **Your Fuel Oil System** is not connected and ready for use with a heating system at the time of a defect which results in an **Accidental Release** being discovered and confirmed;
- If **Your Fuel Oil System** has been inactive for more than sixty (60) days;

4. If **Your Fuel Oil System** was not Eligible (See Section E for Eligibility provisions);
5. If **You** were not purchasing all of **Your** fuel oil for **Your Fuel Oil System** from an Authorized Fuel Oil Dealer at the time of the **Accidental Release**;
6. To repair or replacement costs or upgrading of **Your Fuel Oil System** or any part thereof, or costs of replacing lost fuel oil or removing the contents from **Your Fuel Oil System**, except for costs that **We** pay for the repair or replacement of a **Fuel Oil System** under Section B of this **Service Agreement**.
7. To **Cleanup Costs** or costs to repair or replace **Your Fuel Oil System** resulting from an **Accidental Release**, which was known by **You** or reasonably should have been known by **You** prior to the effective date of this **Service Agreement**, regardless of any knowledge or notice of the **Accidental Release** that **We** may possess.
8. To **Your** dishonest, intentional, fraudulent, knowing, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order, or instruction of any governmental agency or body;
9. To a monetary loss or damages resulting from any decrease in the value of **Property**; or to lost revenues or profits, extra expense, or any other form of consequential loss;
10. To any liability or costs for bodily injury or **Property** damage arising out of, resulting from, caused by, or contributed to by an **Accidental Release** and/or **Cleanup**.
11. To **Cleanup** and/or **Cleanup Costs** required under any law as a prerequisite to selling, transferring or closing down a **Property**;
12. To any obligation or costs arising from war, civil war, invasion, act of foreign enemy, hostilities (whether war is declared or not), rebellion, revolution, insurrection or military or usurped power, strike, riot or civil commotion;
13. To any **Cleanup** and/or **Cleanup Costs** or any other costs associated with the investigation, or confirmation of a suspected **Accidental Release**, however **We** will pay for **Cleanup Costs** incurred after an **Accidental Release** has been confirmed by **Us**;
14. To any **Cleanup** and/or **Cleanup Costs** as a result of any spill, overflow or over pressurization that takes place during the loading or unloading of fuel oil from any watercraft, automobile or any other land motor vehicle, trailer or semi-trailer designed for travel on public roads including any machinery or apparatus attached thereto;
15. To any costs resulting from the same, continuous or related **Accidental Release** that has been the subject of an incident under a **Service Agreement** in force prior to the Effective Date of this **Service Agreement**.
16. To an **Accidental Release** as the result of:
 - Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
 - Mudslide or mudflow;
 - Water that backs up from a sewer or drain;
 - Act of God
 - Act of Nature
17. To an **Accidental Release** directly or indirectly caused by any earth movement, such as: earthquake; landslide; mine subsidence; earth sinking, rising, or shifting.
18. To claim(s) or **Cleanup Costs** based upon or arising out of costs or expenses associated with a temporary replacement **Fuel Oil System**.
19. To claim(s) or **Cleanup Costs** based upon or arising out of costs or expenses associated with switching to any alternate fuel device or alternate fuels for **Your Fuel Oil System**, or convert to gas.
20. To any cost(s) and/or damage(s) to **Your Fuel Oil System**, including but not limited to an **Accidental Release**, due to the negligence of **You** or someone working directly or indirectly on **Your** behalf.
21. To any costs or service not specifically provided for under this **Service Agreement**.
22. To any costs associated with obtaining access to the **Fuel Oil System**, removing any and all obstructions, and/or replacing any **Property** moved, removed, or destroyed, in order to remove, **Cleanup** or replace contaminated **Property**.
23. If **You** do not remain a fuel oil customer under an effective automatic oil delivery agreement, do not repair or replace **Your Fuel Oil System** with an aboveground oil tank, and do not receive at least one (1) fuel oil delivery after the **Cleanup** or repair or replacement of **Your Fuel Oil System** in accordance with the automatic fill agreement after confirmation of an **Accidental Release**.
24. To any **Cleanup Costs** required by governmental mandate or agency unless as a result of a covered **Accidental Release**.

I. GENERAL PROVISIONS

1. Termination And Cancellation
 - A. **We** reserve the right to terminate or cancel this **Service Agreement** at any time with ten (10) days' written notice to **You**, if **You** do any of the following:
 - i. Obtain fuel oil for **Your Fuel Oil System** from a non-authorized Fuel Oil Dealer or cancel automatic deliveries from **Your Authorized Fuel Oil Dealer**;
 - ii. Permit any person other than **Your Authorized Fuel Oil Dealer's** employee or **Your Authorized Fuel Oil Dealer's** authorized service representative to service **Your Fuel Oil System**;
 - iii. Fail to maintain an acceptable credit rating with **Your Authorized Fuel Oil Dealer** or fail to pay in full when due any bill for fuel oil or service due to **Your Authorized Fuel Oil Dealer**;
 - iv. Use any alternate fuel device or alternate fuels for **Your Fuel Oil System**, or convert to gas or if **Your Fuel Oil System** is no longer in active use.

- v. Make any false statement in connection with applying for protection or in making a claim for protection under this **Service Agreement**;
 - vi. Failure to notify **Administrator** in advance in writing, pursuant to the requirements set forth in this **Service Agreement**, of plans to remove, abandon, or replace a **Fuel Oil System**.
 - vii. Failure to make reasonable repairs or take other reasonable measures required by **Us** to avoid or diminish **Accidental Release** of fuel oil;
 - viii. Violate any term or condition of the **Service Agreement**;
- B. We** further reserve the right to terminate or cancel this **Service Agreement** at any time with ten (10) days' written notice to **You**, if the following occur;
- i. Any change in the law, whether federal, statutory, regulatory or municipal, which materially affects **Our Cleanup** exposure, imposes additional Cleanup Costs or imposes Cleanup Costs, Repair or Replacement Costs which could not have been anticipated as of the Effective Date.
 - ii. Any act or omission by **You** which materially affects **Our Cleanup** exposure.
2. If **We** decide to repair or replace **Your Fuel Oil System** under Section B of this **Service Agreement**, **We** will repair or replace it with an Aboveground Storage Tank of like kind and quality.
 3. **Administrator** or **Your Authorized Fuel Oil Dealer** may inspect **Your Fuel Oil System** at any reasonable time. The inspection is not an undertaking to **You** or anyone else that the system is in safe condition or in compliance with any applicable law.
 4. If **We** pay any **Cleanup Costs** or tank **Repair or Replacement Costs**, **Your** rights to recover from any third party, including any insurer of **Yours**, for such **Cleanup Costs** or tank **Repair or Replacement Costs** belong to **Us** up to the amount **We** have paid. **You** will do all that is reasonable and necessary to preserve such rights of recovery and to assist **Us** in obtaining any such recovery. This may include signing any necessary documents.
 5. Any dispute between **You** and **Us** regarding the protection afforded by this **Service Agreement** shall be referred to arbitration before the American Arbitration Association, to be conducted according to its rules then in effect.
 6. The cost of this **Service Agreement** is non-refundable.
 7. This **Service Agreement** is transferable to a new **Property** owner if **You** have fulfilled and maintained all applicable terms and conditions of this **Service Agreement**, and the new **Property** owner meets all Eligibility requirements.
 8. This **Service Agreement** shall remain in full force and effect provided that all its applicable terms and conditions are fulfilled and maintained by the new **Property** owner.
 9. **Our** liability to **You** is limited to the terms of this **Service Agreement**. **We** make no warranty in connection with **Our** performance or equipment supplied under this **Service Agreement**, including the warranty of fitness for a particular purpose. If any service or equipment **Administrator** provides under this **Service Agreement** is defective or unsatisfactory, **Our** only responsibility to **You** is for **Fuel Oil System** repair or replacement.
 10. **Our** liability to **You** under this **Service Agreement** is excess of **Your** homeowner's insurance and shall not contribute with any insurance, whether collectible or not, and any government grant or subsidy that will cover the protections granted under this **Service Agreement**. **You** shall promptly provide to **Us** all copies of all policies, upon **Our** request, including **Your** homeowner's insurance policy, that may be potentially applicable towards the protections granted under this **Service Agreement**.
 11. **We** reserve the right to select the method used to clean up **Your Property**.
 12. No action or suit can be brought against **Us** unless the **Service Agreement** provisions have been complied with and the action or suit is started within one year of the discovery and reporting of the **Accidental Release** to **Us**.
 13. Entire **Service Agreement**:
This is not a contract of insurance. This is the entire **Service Agreement** between **You** and the **Obligor**, and no representation, promise or condition not contained herein shall modify these items. The seller of the **Service Agreement** is not a party to this **Service Agreement**. The **Obligor** under this **Service Agreement** is insured by a reimbursement insurance policy issued by Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, and (800) 209-6206. If a claim is not paid within sixty (60) days of submitting the claim or if the **Obligor** becomes insolvent or otherwise financially impaired, the claim can be submitted to the insurer at Virginia Surety Company, Inc., 175 West Jackson Blvd, Chicago, Illinois 60604, (800) 209-6206.

J. STATE AMENDMENTS

1. In Maryland, Massachusetts, New Jersey and New York: The following statement is added to Section J.1 "Termination And Cancellation": **You** may cancel this **Service Agreement** for any reason within thirty (30) days of **Your** enrollment date shown on the Summary Page, **You** will receive a full refund of the **Service Agreement** Retail price minus any claims paid by contacting **Administrator** at (800) 209-6206. If **You** do not receive a full refund or credit within thirty (30) days, a ten percent (10%) penalty per month shall be applied to the refund.
2. In North Carolina ONLY: The **Obligor** of this **Service Agreement** is TWG Home Warranty Services, Inc. 175 West Jackson Blvd., Chicago, IL 60604, (800)209-6206.