

Happiness Guarantee Terms and Conditions

Last updated May 4, 2022

a. Definitions

1. “Company” means Angi, Inc., HomeAdvisor, Inc., Angie’s List, Inc., Handy Technologies, Inc., and their respective subsidiaries, parents, and affiliates.
2. “Platform” means the website(s), mobile app(s), or phone sales operation(s) operated by the Company under the HomeAdvisor and Angi brand names.
3. “Qualifying Service” means a service performed by a Service Professional matched to you by the Company and which you fully paid for through the Platform.
4. “Book Now Service” means a Qualifying Service purchased directly through the Platform that has an upfront price charged by the Company and is governed by the [Book Now Terms and Conditions](#).

b. Happiness Guarantee

1. We encourage you to read these full Guarantee terms and conditions prior to submitting a claim.
2. The Happiness Guarantee provides certain limited protections provided by the Company for Qualifying Services. Subject to the below exclusions and the terms and conditions and limitations herein, if you are dissatisfied with the performance of a Qualifying Service, the Company will either (a) have the Qualifying Service reperformed and/or any quality or damage issues resolved by the same or a different Service Professional; or (b) compensate you the greater of: (1) the amount you paid through the Platform for the Qualifying Service or (2) the amount of damage that can be proven by you, in the Company’s sole determination, was directly caused by such Qualifying Service. In no event shall the Company’s liability under the Happiness Guarantee exceed Two Thousand Five Hundred Dollars (\$2,500.00) per Book Now Service or Fifty Thousand Dollars (\$50,000.00) for any Qualifying Service that is not a Book Now Service.
3. A note about different types of Qualifying Services: Please note that you may purchase fixed price Services through the Company that have upfront prices, or you may purchase services through the Company for which pricing is later negotiated (including services governed by the [Project Advisor Terms and Conditions](#)). The limits, eligibility requirements, and applicable exclusions of the Happiness Guarantee are different depending upon whether or not you paid an upfront price for the Qualifying Service. See Subsections (c), (e) and (f) for details.

c. Eligibility

You are eligible for the Happiness Guarantee provided that you report the issue within seventy-two hours (72) hours

after a Book Now Service appointment by emailing the Pre-Priced Claims team at claims@book.homeadvisor.com, or sixty (60) days after you made the first payment toward any Qualifying Service other than a Book Now Service by contacting the Company by phone at (866) 786-8474, by email at customersolutions@homeadvisor.com, or by online chat and providing all of the requested information about your issue. If you do not report the issue within these timeframes, your claim is ineligible for the Happiness Guarantee. For recurring services, each time the Qualifying Service was performed is treated as a separate occurrence.

d. Insurance

If you or the Service Professional carry insurance that would cover you in the event of a claim (e.g., when a fire occurs), such as renter's insurance, homeowner's insurance, automobile insurance or an umbrella policy ("Personal Insurance"), you agree that your Personal Insurance is primary and the Happiness Guarantee is secondary. The Happiness Guarantee will only compensate for losses to the extent not otherwise covered by your Personal Insurance, and only as permitted herein.

e. Exclusions For All Qualifying Services

If you purchased a Qualifying Service, that Qualifying Service will be covered under the Happiness Guarantee, subject to the following exclusions, and, for Book Now Services only, the additional exclusions in subsection (f):

1. you have violated this Agreement or any other Agreement with the Company;
2. you failed to report the claim within sixty (60) days after you made the first payment toward the Qualifying Service;
3. you have hired another provider to repair or remediate any property that is the subject of your claim before reporting your claim to the Company;
4. any service that is not both booked and fully paid for directly on the Platform;
5. losses arising out of acts of nature, including, but not limited to, pollution, earthquakes and weather-related events such as hurricanes and tornadoes, which are not proven to be caused by the Qualifying Service;
6. losses arising out of interruption of business, loss of market, loss of income and/or loss of use;
7. losses for theft exceeding the original value and/or replacement value for such property, less any standard depreciation;
8. losses arising from your acts or omissions;
9. losses arising from the negligence or misconduct of you or a third party;
10. losses arising from a manufacturer's or a product's defects;
11. losses from pre-existing damages or conditions of the item or property;
12. losses arising from items supplied by you or due to your recommendations (e.g., if a manufacturer recommends affixing furniture to a wall and you decline to have furniture affixed, etc.);
13. losses arising from flooding and/or water damage including mold, fungi or bacteria, which are not proven to be caused by the Qualifying Service;
14. losses arising from products containing hazardous or harmful materials, acts of terrorism, product

- liability, or pollution;
15. losses of cash, third party gift cards, and securities;
 16. losses arising from normal wear and tear;
 17. losses for items that retain their functionality (e.g., minor cosmetic damage, ordinary wear and tear, a t.v. that has a scratch on the bezel);
 18. losses for fine arts, which includes, but is not limited to, paintings, etchings, printed photos, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, antique automobiles, coins, stamps, other collectibles, collections, furs, jewelry, precious stones, precious metals, and similar property of rarity, historical value;
 19. loss of use damages, including without limitation, loss of use such as property, furniture and the costs of any storage, movement and insurance of furniture in connection with loss of use, which are not proven to be caused by the Qualifying Service;
 20. losses based on sentimental and/or undocumented intangible value;
 21. losses or damages associated with the unauthorized acquisition of, access to, destruction of, and/or loss of electronic data, including but not limited to films, records, manuscripts, drawings or photographs, data, information, audio or video recordings, files, facts, programs or other materials stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, cloud storage, or any other media which are used with electronically-controlled equipment;
 22. losses of pets, personal liability or damage to shared or common areas;
 23. losses of theft without a valid police report, if requested by the Company; and losses with insufficient documentation;
 24. losses occurring after, or unrelated to, the performance of a Qualifying Service;
 25. losses involving products or services, or uses of either, that are prohibited by law;
 26. losses due to unforeseeable or latent defects in the premises;
 27. losses due to medical bills, legal fees, or arbitration fees;
 28. losses that cannot be proven by you to have been caused by the Qualifying Service, in the Company's determination;
 29. losses resulting from scheduling or timing issues; and
 30. losses reported by third parties.

f. Additional Exclusions For Book Now Services

If you purchased a Book Now Service, that Book Now Service will be covered under the Happiness Guarantee, subject to the following exclusions *in addition* to the exclusions listed in subsection (e) above:

1. you failed to report the claim within seventy-two (72) hours after your Fixed Price Service appointment;
2. your account with the Company is not in good standing and/or you have outstanding balances owed to the Company;
3. you failed to identify fragile and other breakable items and/or communicate the location and identity of

- those items to your Service Professional prior to the start of your Book Now Service;
4. you failed to account for and secure all valuables prior to the start of your Book Now Service;
 5. losses of merchandise;
 6. all losses arising out of acts of nature;
 7. losses for property damage exceeding the original value and/or replacement value for such property, less any standard depreciation;
 8. all losses arising from flooding and/or water damage including mold, fungi or bacteria;
 9. losses as a result of an intentional wrongful act by a Service Professional;
 10. losses for damage beyond the specific damaged area (e.g., should flooring sustain damage, any loss is limited to the replacement cost of the square footage that was damaged after deducting for obsolescence and physical depreciation);
 11. losses related to repairs outside of the area where the Qualifying Service was performed; and
 12. losses arising from shipping costs and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items.

g. How do I submit a Claim?

1. For Book Now Services only, alert the Company by email at claims@book.homeadvisor.com.
2. For Qualifying Services that are not Book Now Services, alert the Company by phone at (866) 786-8474, by email at customersolutions@homeadvisor.com, or by online chat and providing all of the requested information about your issue.
3. Be prepared to provide the following:
 - a. A rating for the project;
 - b. Details regarding the scope of the Qualifying Service;
 - c. Documentation such as contracts, pictures, text messages or any other pertinent information;
 - d. your desired resolution; and
 - e. Any other requested information.
4. For Book Now Services only, you will be asked to complete a claim form within seven (7) days of receipt. If you do not complete the claim form in its entirety within seven (7) days of receipt, your claim will no longer be eligible for the Happiness Guarantee.
5. In reporting a claim to the Company under this Happiness Guarantee, you agree to: (a) protect and preserve any damaged property that is the basis of the claim from further damage; (b) assist and allow the Company and/or its insurers access to inspect and make copies, photographs, and recordings of anything related to the claim; (c) accept repairs and/or remediation in lieu of compensation; (d) submit requested materials by the dates outlined by the the Company's resolutions team(s); and (e) accept a replacement item subject to the standard depreciation of that item.

h. What is the Claim Review Process?

1. All claims will be reviewed on a case-by-case basis. During the claims assessment process, you may be required to provide written detailed: (a) proof of ownership of any damaged/missing items; (b) proof of value of any damaged/missing item; and (c) proof of damage or loss. If such information is requested, you will have thirty (30) days from the date of request to send the Company the requested information. If you fail to provide the requested information within the thirty (30) day period and/or fail to contact the Company to arrange for an extension of time, your claim will be considered closed and you will no longer be eligible for the Happiness Guarantee.

2. If any part of your claim is approved, then as a condition to any payment to you under the Happiness Guarantee, you will be required to execute and deliver to the Company a release agreement within fourteen (14) days of your receipt of such agreement from the Company. You will also be required to assign to the Company and/or its insurer any rights and remedies you may have to recover amounts paid to you with respect to an approved claim from any party that is financially responsible from such claim, as well as any rights in any property that is recovered. The release agreement shall be rescinded and considered null and void if you do not sign and return it to the Company within fourteen (14) days of receipt, and your claim shall no longer be eligible for the Happiness Guarantee.