SHOULD YOU NEED SERVICE

PLEASE READ THIS CONTRACT CAREFULLY and then place Your claim at HWAHomeWarranty.com or by calling 1-800-496-7116.

Have Your Contract Number, make or model of the Covered Items, and Covered Property's complete street address available. You must pay the Trade Call Fee, stated on Your Coverage Letter, in advance of any Services being scheduled. Where this Contract requires a Covered Item to be in a certain condition as a prerequisite to coverage, or when a Service Request is made, **We reserve the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.**

DEFINITIONS

1. "Administrator" means Warranty Administration Services, Inc., 90 Washington Valley Road, Bedminster, NJ 07921 (WASI).
2. "Authorized Repair Technician" means the service contractor that We assign in response to Your request for Service ("Service Request").
3. "Contract" means this service contract between You and Us, including the Coverage Letter and the Plan Coverage Summary.
4. "Coverage Letter" means the letter attached to this Contract that includes Your specific Plan and coverage information.
5. "Coverage Period" means the duration of this Contract as identified on the Coverage Letter, as may be renewed from time to time.
6. "Coverage Period End Date" means the date that Your Coverage Period ends, as listed on the Coverage Letter, subject to renewal or earlier termination or cancellation pursuant to the terms of this Contract.
7. "Coverage Period Start Date" means the date that Your Coverage Period begins, as listed on the Coverage Letter, subject to renewal pursuant to the terms of this Contract.
8. "Covered Property" means the address identified on the Coverage Letter that is eligible for coverage under this Contract. Covered Property must not be commercial property or residential property converted, in whole or in part, into a business.
9. "Covered Items" means systems and components as specifically described herein as "Included" under Your service Plan and that (i) are located inside the confines of the Covered Property dwelling or garage (except for covered well or septic pumps, air conditioners, or pools/spas, which may be located at, but not necessarily inside, the Covered Property dwelling or garage); (ii) **are in proper working order on the Coverage Period Start Date**; and (iii) become inoperative due to unknown mechanical or electrical failures or normal wear and tear, including breakdowns due to insufficient maintenance ("Breakdown"). Covered Items do not include commercial-grade equipment and Non-Essential Components (as defined in Exclusions, Section 2, below).
10. "Home Owner" means any Customer who is not a Home Seller.
11. "Home Seller" means a Customer who is selling the Covered Property.
12. "Plan" means the specific service plan and any optional add-on coverages that You purchased and that are covered under the terms of this Contract, as set forth on the Coverage Letter.
13. "Plan Coverage Summary" means the summary attached as part of this Contract that identifies Covered Items under Your Plan.

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14. "Seller" means the entity or organization that sold You this Contract.

15. "Service" or "Services" means the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered Item in accordance with the provisions set forth in this Contract.

16. "Trade Call Fee" means an amount due by You per Service Request for a Service visit by an Authorized Repair Technician, as listed on the Coverage Letter.

17. "We," "Us," "Our," "Obligor," and "Company" means American Global Obligors, Inc., 90 Washington Valley Road, Bedminster, NJ 07102, the Obligor of this Agreement, except in Alabama, Arizona, Arkansas, Florida, Georgia, Hawaii, Illinois, Iowa, Kentucky, Louisiana, Massachusetts, Minnesota, Nevada, New Hampshire, New Mexico, New York, Oklahoma, South Carolina, Texas, Utah, Vermont, Virginia, Washington, Washington, D.C., Wisconsin, and Wyoming. In Alabama, the company obligated under this Agreement is Home Warranty Administrator of Alabama, Inc. (HWA-AL). In Arizona, the company obligated under this Agreement is Home Warranty Administrator of Arizona, Inc. (HWA-AZ). In Arkansas, the company obligated under this Agreement is Home Warranty Administrator of Arkansas, Inc. (HWA-AR). In Florida, the company obligated under this Agreement is Home Warranty Administrator of Florida, Inc. (HWA-FL). In Georgia, the company obligated under this Agreement is CHW Group, Inc., 2147 Route 27 South, 4th Floor, Edison, NJ 08817. In Hawaii, the company obligated under this Agreement is Home Warranty Administrator of Hawaii, Inc. (HWA-HI). In Illinois, the company obligated under this Agreement is Home Warranty Administrator of Illinois, Inc. (HWA-IL). In Iowa, the Company obligated under this Agreement is Home Warranty Administrator of Iowa, Inc. (HWA-IA). In Kentucky, the company obligated under this Agreement is Home Warranty Administrator of Kentucky, Inc (d/b/a/ HWA). In Louisiana, the company obligated under this Agreement is DMM Results of LA, Inc. (DMM-LA). In Massachusetts, the company obligated under this Agreement is Home Warranty Administrator of Massachusetts, Inc. (HWA-MA). In Minnesota, the company obligated under this Agreement is Home Warranty Administrator of Minnesota, Inc. (HWA-MN). In Nevada, the company obligated under this Agreement is Home Warranty Administrator of Nevada, Inc. (HWA-NV). In New Hampshire, the company obligated under this Agreement is Home Warranty Administrator of New Hampshire, Inc. (HWA-NH). In New Mexico, the company obligated under this Agreement is Home Warranty Administrator of New Mexico, Inc. (HWA-NM). In New York and Washington, the company obligated under this Agreement is Home Service Club Warranty Corp. (HSC). In Oklahoma, the company obligated under this Agreement is Home Warranty Administrator of Oklahoma, Inc. (HWA-OK). In South Carolina, the company obligated under this Agreement is Home Warranty Administrator of South Carolina, Inc. (HWA-SC). In Texas, the company obligated under this Agreement is HWAT, Inc. (HWA-TX). In Utah, the company obligated under this Agreement is Home Warranty Administrator of Utah, Inc. dba Choice Home Warranty (HWA-UT). In Vermont, the company obligated under this Agreement is Home Warranty Administrator of Vermont, Inc. (HWA-VT). In Virginia, the company obligated under this Agreement is HWA of VA, Inc. (HWA-VA). In Washington D.C., the company obligated under this Agreement is Home Warranty Administrator of DC, Inc. (HWA-DC). In Wisconsin, the company obligated under this Agreement is Home Warranty Administrator of Wisconsin, Inc. (HWA-WI). In Wyoming, the company obligated under this Agreement is Home Warranty Administrator of Wyoming, Inc. (HWA-WY). HWA, HWA-AL, HWA-AZ, HWA-AR, HWA-FL, HWA-HI, HWA-IL, HWA-IA, HWA-MA, HWA-MN, HWA-NH, HWA-NV, HWA-NM, HWA-OK, HWA-SC, HWA- TX, HWA-UT, HWA-VA, HWA-VT, HWA-DC, HWA-WI, and HWA-WY are located at 90 Washington Valley Road, Bedminster, NJ 07921. DMM-LA is located at 1 Gateway Center, Ste. 2600, Newark, NJ 07102. HSC is located at 305 Broadway, 7th Floor, New York, NY 10007. OUR OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE OBLIGOR.

18. "You," "Your," and "Customer" mean the Contract holder whose name appears on the Coverage Letter.

19. "SEER Standard" means the then-current U.S. Department of Energy Seasonal Energy Efficiency Ratio (SEER) requirement where the Covered Property is located.

IMPORTANT

THIS IS A CONTRACT FOR REPAIR OR REPLACEMENT OF SPECIFIED APPLIANCES AND HOME SYSTEMS. **THIS IS NOT A CONTRACT FOR INSURANCE.** THE PURCHASE OF COVERAGE IS NOT MANDATORY, AND SIMILAR COVERAGE MAY BE PURCHASED THROUGH ANOTHER RESIDENTIAL SERVICE OR INSURANCE COMPANY. THIS CONTRACT COVERS ONLY COVERED ITEMS AND EXCLUDES ALL OTHERS UNLESS OTHERWISE STATED. SUBJECT TO ALL LIMITATIONS CONTAINED HEREIN, THIS CONTRACT PROVIDES COVERAGE FOR UNKNOWN BREAKDOWNS IF THE BREAKDOWN IS NOT DETECTABLE THROUGH VISUAL INSPECTION OR SIMPLE MECHANICAL TEST, AND THE COVERED ITEMS ARE IN PROPER WORKING ORDER ON THE COVERAGE PERIOD START DATE. UNLESS OTHERWISE SPECIFIED, ANY DOLLAR LIMIT MENTIONED IS IN THE AGGREGATE. **WE WILL NOT REIMBURSE YOU FOR SERVICES PERFORMED WITHOUT OUR PRIOR APPROVAL. CERTAIN ITEMS AND EVENTS ARE NOT COVERED BY THIS CONTRACT. PLEASE REFER TO THE EXCLUSIONS LISTED ON PAGES 21-22.**

CUSTOMER SERVICE

1. You must notify Us as soon as a problem is discovered. We will accept Service Requests 24 hours a day, 7 days a week, 365 days a year. Under normal circumstances, We will assign an Authorized Repair Technician within 48 hours from receipt of Your Service Request. If You request Service outside of Authorized Repair Technicians' normal business hours (i.e. usually 8 AM - 5 PM in Your time zone, M-F, subject to change), You will be responsible for any additional fees or overtime charges. We will determine in Our sole and absolute discretion what repairs constitute an emergency (generally Covered Items that are essential to health and safety, such as Breakdowns of heating, cooling, plumbing or substantial electrical service, and such Breakdown renders the home otherwise uninhabitable and is not related to a Force Majeure Event) and will make reasonable efforts to expedite emergency service.
2. We have the sole right to select the Authorized Repair Technician to perform the Service. **We will not reimburse for any services performed without Our prior approval.**
3. You must pay the Trade Call Fee for each Service Request in advance of any Services being scheduled. The Trade Call Fee applies to **each Service Request** dispatched and scheduled, **including but not limited to those Service Requests wherein coverage is deemed excluded or denied under Your Contract.** The Trade Call Fee is due if You fail to be present at a scheduled time, or in the event You cancel a Service call at the time when the Authorized Repair Technician is on the way to Your Covered Property, or already at Your Covered Property. Failure to pay the Trade Call Fee will result in the suspension of coverage until the proper Trade Call Fee is paid in full. After the Trade Call Fee is paid, coverage will be reinstated; however, the Coverage Period will not be extended to cover the suspension period.
4. No Services will be performed if the Authorized Repair Technician is prevented from entering the Covered Property due to the presence of animals, insects, unsafe conditions, or if the Covered Item is not easily accessible. In any such event, the Trade Call Fee will still be owed.
5. If Services provided under this Contract should fail, We will provide for the necessary repairs without an additional Trade Call Fee for a period of 30 days on parts and 30 days on labor from the date the Services were materially complete.

COVERAGE TIME, RENEWAL & PAYMENT

You must report any Breakdowns to Us during the Coverage Period of this Contract.

1. Coverage begins on the Coverage Period Start Date and continues until the Coverage Period End Date, as set forth in the Coverage Letter.
2. **OPTIONAL COVERAGE MAY BE ADDED WITHIN 30 DAYS OF THE COVERAGE PERIOD START DATE, AFTER WHICH ADDITIONAL OPTIONAL COVERAGE ELIGIBILITY IS SUBJECT TO A 30-DAY WAITING PERIOD.**
3. If the Contract was entered into as part of a real estate transaction, Home Owner's Coverage, as set forth in the Coverage Letter, will be suspended until applicable payment is received.
4. Offers for future coverage is at Our sole discretion. You will be notified of rates and terms for continuation of coverage at least 30 days prior to the expiration of the initial Coverage Period End Date and any Renewal Term.

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5. **IF YOU ELECT TO RENEW COVERAGE FOR AN ADDITIONAL ONE-YEAR PERIOD FOLLOWING THE EXPIRATION OF THE INITIAL COVERAGE PERIOD, YOU WILL BE AUTOMATICALLY RENEWED FOR ADDITIONAL ONE-YEAR PERIODS THEREAFTER (the initial renewal period and any subsequent renewal period, a "Renewal Term"), UNLESS (i) YOU NOTIFY US BY TELEPHONE AT 1-800-496-7116 (ii) WE NOTIFY YOU AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE APPLICABLE RENEWAL TERM THAT YOUR CONTRACT WILL NOT BE RENEWED. IF YOU HAVE ANY QUESTIONS, YOU MAY CONTACT US AT 1-800-496-7116.**

6. You will select Your payment method upon order of this Contract or upon renewal. Payment may be made in monthly installments or in full as indicated in Your Coverage Letter. **YOU AGREE TO MAKE ALL PAYMENTS DUE AND UNDERSTAND AND AGREE SUCH PAYMENTS WILL BE DEBITED FROM A PRE-AUTHORIZED CREDIT CARD OR CHECKING ACCOUNT (UNLESS YOU PAY BY CHECK) BASED UPON THE PAYMENT PLAN YOU CHOOSE. YOU WILL NOT RECEIVE A MONTHLY OR ANNUAL BILL, OTHER THAN ANY ADVANCE NOTICES RELATING TO COVERAGE OR RATE CHANGES OR NOTICES OR REMINDERS REQUIRED UNDER APPLICABLE LAWS RELATING TO AN AUTOMATIC RENEWAL.** If Your payments are not current, We may refuse to provide Service under this Contract. Except as otherwise specifically stated in this Contract, Your payments are non-refundable.

HOME OWNER'S COVERAGE

This Section discusses coverage for Covered Items (indicated by a ✔) at the Covered Property if included under Your purchased Plan. We list examples of components "not covered" to assist Your understanding of this Contract. The examples of "not covered" components are not exhaustive. **Your coverage depends upon the Plan You selected and any optional coverages You purchased. Your selected Plan is listed in the Coverage Selection section of Your Coverage Letter. The specific coverages included in that Plan are listed on the Plan Coverage Summary included with Your Coverage Letter. It is also important to review Limits of Liability.** Some coverages listed below may be available as stand-alone optional coverages.

Our sole responsibility is to arrange for an Authorized Repair Technician to provide Service in accordance with the terms of this Contract. **WE ARE NOT AN AUTHORIZED REPAIR TECHNICIAN** and will not actually perform the repair or replacement of any systems or components.

Our obligation to pay for the repair or replacement of Covered Items is limited to $5,000 in the aggregate per Covered Item and $15,000 in the aggregate during the Coverage Period, unless otherwise noted.

STANDARD COVERAGE

The following coverages are included in the **Gold Plan**.

Kitchen Appliances – One (1) of each kitchen appliance per Covered Property

- ✔ Built-in Microwave
- ✔ Dishwasher (built-in only)
- ✔ Garbage Disposal
- ✔ Range/oven/cooktop (Gas or electric; built-in or free-standing)
- ✔ Trash compactor (built-in only)

NOT COVERED: rollers, seals, problems caused by bones or foreign objects other than food, interior linings, shelves, glass, knobs, Sensi-heat burners, portable range/oven/cooktop, lock and key assemblies, meat probe assemblies

Plumbing System

- ✔ Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots
- ✔ Toilet tanks, bowls and mechanisms (replaced with builder's standard)
- ✔ Toilet wax seal rings
- ✔ Instant hot water dispensers

✔ Valves for shower, tub, and diverter angle stops, rinses and gate valves

✔ Permanently installed interior sump pumps (used for storm water only)

✔ Built-in bathtub whirlpool motor and pump assemblies

✔ Stoppages/clogs, including hydro jetting, within 125' of access point

✔ Polybutylene piping ($1,000 limit per Coverage Period)

✔ Main line stoppages if a ground level clean out is available

NOT COVERED: stoppages and clogs that cannot be cleared by cable or hydro jetting, or that can only be cleared through roof vent, access to drain or sewer lines from vent or removal of water closets and/or toilets, costs to locate, access or install ground level clean out; hose bibs, fixtures, cartridges, bathtubs and showers or their associated faucet or drain mechanisms, sinks, toilet lids and seats, cabling or grouting, whirlpool jets, septic tanks, water softeners, pressure regulators, recirculating pumps, inadequate or excessive water pressure, sewage ejector pumps, re-routing of plumbing lines, holding or storage tanks, saunas or steam rooms, back-up and battery sump pump systems, basket strainers

LIMITATIONS: WE WILL PAY NO MORE THAN $1,000 FOR DIAGNOSIS, REPAIR OR REPLACEMENT OF ANY COVERED PLUMBING SYSTEM ITEM. WE ARE NOT RESPONSIBLE FOR COSTS TO ACCCESS ANY COVERED ITEM THAT IS CONCRETE ENCASED OR OTHERWISE INACCESSIBLE. WE WILL PAY NO MORE THAN $2,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY AND ALL PLUMBING REPAIRS REQUIRED DUE TO RUST.

Water Heater

✔ Parts and components of gas, tankless, electric, or oil water heaters, including circulating pumps, except:

NOT COVERED: solar water heaters or components, fuel, holding or storage tanks, noise, energy management systems, flues and vents, problems resulting from sediment, units exceeding 75 gallons, drain lines and drain line components

LIMITATIONS: WE WILL PAY NO MORE THAN $1,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR THE REPAIR OR REPLACEMENT OF TANKLESS OR OIL WATER HEATERS.

Electrical System

✔ Parts and components, except:

NOT COVERED: fixtures, carbon monoxide alarms, detectors or related systems, intercoms and doorbell systems associated with intercoms, inadequate wiring capacity, solar power systems and panels, direct current (D.C.) wiring or components, attic and whole house fans, damages due to power failure or surge, circuit overload, solar components, energy management systems

LIMITATIONS: WE WILL PAY NO MORE THAN $2,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY AND ALL COVERED ELECTRICAL REPAIRS REQUIRED DUE TO RUST.

Ductwork

✔ Duct from heating unit to point of attachment at registers or grills

NOT COVERED: registers and grills, insulation, asbestos-insulated ductwork, flues, vents and breaching, ductwork exposed to outside elements, separation due to settlement and/or lack of support, damper motors, electronic, computerized and manual systems management and zone controllers, diagnostic testing of, or locating leaks to, ductwork including but not limited to as required by law, ordinance or regulation, or when required due to the installation or replacement of system equipment

LIMITATIONS: WHEN AUTHORIZED REPAIRS REQUIRE ACCESS TO DUCTWORK, WE WILL ONLY PROVIDE DIAGNOSIS, REPAIR, SEALING, OR REPLACEMENT TO DUCTWORK THROUGH UNOBSTRUCTED WALLS, CEILINGS OR FLOORS (OBSTRUCTIONS INCLUDE BUT ARE NOT LIMITED TO FLOOR COVERINGS, APPLIANCES, SYSTEMS AND CABINETS). IF THE DUCTWORK IS ACCESSIBLE ONLY THROUGH CONCRETE ENCASED FLOOR, WALL, OR CEILING WE WILL PAY NO MORE THAN $1,000 FOR DIAGNOSIS, REPAIR, OR REPLACEMENT OF SUCH DUCTWORK, BUT WILL NOT COVER ANY COSTS AS A RESULT OF, OR DETERMINED BY, DIAGNOSTIC TESTING.

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HVAC Systems Generally (residential, 5-ton capacity or less)

IF THE MAIN HVAC SYSTEM OF HEAT IN YOUR HOME FUNCTIONS AS BOTH AN A/C UNIT, AND A HEATING SYSTEM, THEN IT IS SUBJECT TO ALL A/C AND ALL HEATING SYSTEM LIMITATIONS LISTED BELOW. Our obligation to pay for the repair or replacement of Covered Items is limited to $5,000 in the aggregate per type of Covered Item. For example, if there are two HVAC units on the Covered Property, Our obligation to pay for the repair or replacement of the two HVAC units is $5,000 total for both, not $5,000 each.

✔ All components and parts of geothermal/water source heat pumps that are located within the foundation of the home or attached garage

Heating System/Furnace (residential, 5-ton capacity or less)

✔ All components and parts necessary for the operation of the system, including heat pumps which heat and cool the home

✔ For units below SEER and/or R-22 equipment and when We are unable to facilitate repair/replacement of failed items at the current SEER rating or with R-22 equipment, repair/replacement will be performed with SEER/R-410A equipment and/or 7.7 HSPF or high compliant and plenum, indoor electrical and duct connections and air handling transition when requiring SEER or R-410A compatibility changes

NOT COVERED: baseboard casings, oil storage tanks, portable units, solar heating systems, fireplaces, key valves, filters, electronic air cleaners, registers, grills, clocks, timers, heat lamps, fuel storage tanks, vents, humidifiers, gas heat pump systems, outside or underground piping and components for geothermal and/or water source heat pumps, Management Systems (i.e. an energy management system controlled outside of the standard controls, including but not limited to smart phone applications that can interface with Your thermostat/HVAC unit; or a built in damper system that can modify airflow to sections of a property), improper use of metering devices, condensate pumps, after market inducer fan motors, pellet stoves, cable heat, wood stoves, solar heating and components

LIMITATIONS: COVERAGE UNDER THIS SECTION IS LIMITED TO THE MAIN HEATING SOURCE NOT TO EXCEED A 5 TON CAPACITY. DURING THE COVERAGE PERIOD, WE WILL PAY NO MORE THAN $1,500 PER COVERED SYSTEM AND COMPONENT FOR DIAGNOSIS, ACCESS, AND REPAIR OR REPLACEMENT OF ANY HOT WATER OR STEAM CIRCULATING HEATING SYSTEMS OR GEOTHERMAL/WATER SOURCE HEAT PUMP.

Air Conditioning/Cooling System (residential, 5-ton capacity or less)

✔ All components and parts of ducted electric central air conditioning and ducted electric wall air conditioning

✔ For units below SEER and/or R-22 equipment and when We are unable to facilitate repair/replacement or failed items at the current SEER rating or with R-22 equipment, repair/replacement will be performed with SEER/R-410A equipment and/or 7.7 HSPF or higher compliant and plenum, indoor electrical and duct connections and air handling transition when requiring SEER or R-410A compatibility changes

NOT COVERED: gas-fueled systems, condenser casings, registers and grills, filters, electric air cleaners, window and/or non-ducted wall units, water towers, humidifiers, improperly sized units, chillers and components, all exterior condensing, cooling and pump pads, roof mounts, jacks, stands or supports, condensate pumps, outside or underground piping and components for geothermal and/or water source heat pumps, electronic, Management Systems, mismatched condensing unit and evaporative coil per manufacturer specifications, improper use of metering devices

Doorbells

✔ All parts and components, except:

NOT COVERED: door bells associated with intercom systems, video and/or monitors, and battery-operated door bells

Ceiling Fans & Exhaust Fans

✔ Motors
✔ Bearings
✔ Switches
✔ Blades
✔ Controls

NOT COVERED: Whole house fans, belts, shutters, filters, light fixture

LIMITATIONS: WE WILL PAY NO MORE THAN $400 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

Central Vacuum

✔ All mechanical system components and parts

NOT COVERED: ductwork, blockages, accessories

LIMITATIONS: WE WILL PAY NO MORE THAN $400 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR DIAGNOSIS AND REPAIR OF EACH VACUUM.

Burglar and Fire Alarm Systems

✔ All components and parts

NOT COVERED: any wiring or parts located outside the main confines of the home, batteries, video and/or monitors, sprinkler alarms and systems

LIMITATIONS: WE WILL PAY NO MORE THAN $400 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR DIAGNOSIS AND REPAIR OF EACH BURGLAR AND FIRE ALARM SYSTEM.

Garage Door Opener

✔ All components and parts of the garage door opener, except:

NOT COVERED: garage doors, adjustments, Infra-red sensors, chains, tracks, rollers, hinges, and springs

Instant Hot Water Dispenser

✔ Parts and components

Built-In Food Center (Not Available in AZ, HI, NM, NV, TX)

✔ All components and parts

NOT COVERED: removable parts

Pest Control (Not available in AZ, HI, NM, NV, TX)

✔ Covered pests specifically including: roaches, ants, silverfish, black widow spiders, earwigs, brown recluse spiders, millipedes, centipedes, mice, crickets, ground beetles, pillbugs, sowbugs, clover mites

NOT COVERED: Fire, pharaoh and carpenter variety ants. Termites, fungus, wood boring beetles, rats, flying insects, fleas, ticks, and any pest not specifically listed as included.

ADDITIONAL COVERAGE/UPGRADE OPTIONS

The following additional coverages are available at Your option. Your coverage depends upon the Plan and optional coverages You selected. Your selected Plan and any optional coverages are listed on Your Coverage Letter. **The same standard coverage inclusions, exclusions and limitations as Home Owner's Coverage apply to Optional Coverage. Additional Coverage/Upgrade Options are available for Home Owners only, not available to add to Listing Coverage, unless stated as 'Included' under Listing Coverage.**

PREMIUM UPGRADE

Premium Coverage adds certain coverage to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Premium Upgrade includes:

Kitchen Appliances: Racks, baskets, rollers, door seals, interior linings, rotisseries, clocks, lighting, handles and knobs, and removable buckets

Plumbing: Fixtures and cartridges, faucets, shower heads and shower arms (replaced with chrome builders' standard), interior hose bibs, toilets of similar quality **($500 limit on toilets in the aggregate)**

Water Heater: Problems resulting from sediment

Heating System: Filters

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Air Conditioning/Cooling System: Filters, costs related to refrigerant recapture, and window units

Garage Door Opener: Remote receiving/transmitting devices, hinges and springs

ORANGEPLUS UPGRADE

OrangePlus Coverage adds certain coverage to Standard coverages that are otherwise excluded. OrangePlus offers the following upgrades:

- ✔ Increases toilet replacement of similar quality up to $600 in the aggregate
- ✔ Building code violations up to $250 in the aggregate
- ✔ Building permits up to $250 per occurrence
- ✔ Increases professional series appliances coverage (as further described below in Limits of Liability, Section 10) from $1,500 to $2,500 in the aggregate
- ✔ Removal of all defective equipment that is replaced by Us under the terms of this Contract
- ✔ Coverage of systems with mismatched components, and improperly installed systems

LIMITATIONS: WE WILL PAY NO MORE THAN $750 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR ANY IMPROPERLY MISMATCHED AND/OR UNKNOWN IMPROPER INSTALLATION. WE WILL REPAIR OR REPLACE ANY COVERED ITEM THAT FAILS OR IS IDENTIFIED DUE TO AN ASSOCIATED FAILURE THAT WAS NOT PROPERLY MATCHED IN SIZE OR EFFICIENCY, AND/OR IMPROPERLY INSTALLED, PROVIDED THAT IT WAS UNKNOWN OR COULD NOT BE KNOWN TO THE HOME SELLER, HOME OWNER, REAL ESTATE OR OTHER AGENT BY A VISUAL INSPECTION OR SIMPLE MECHANICAL TEST PRIOR TO THE COVERAGE PERIOD START DATE. IF A SERVICE REQUEST IS MADE PURSUANT TO THIS CONTRACT OPTION, WE RESERVE THE RIGHT TO REQUEST A COPY OF ANY VISUAL OR MECHANICAL TEST THAT MAY HAVE BEEN PERFORMED BY A HOME INSPECTOR OR OTHER LICENSED MECHANICAL CONTRACTOR.

EXCLUSION: CODE VIOLATIONS FOR ITEMS NOT LOCATED ON THE COVERED PROPERTY.

SEER/R-410A MODIFICATIONS UPGRADE

- ✔ Modifications or upgrades to valve line sets, evaporator coils, stands, plumbing
- ✔ Additional costs associated with evacuating and cleaning the system of all R-22 refrigerant and crane charges required for completion of install of the evaporator coil

NOT COVERED: permits, cleaning, disposal or ductwork testing/sealing

LIMITATIONS: WE WILL PAY NO MORE THAN $1,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD FOR THE ABOVE COVERAGES ONLY IN THE EVENT GOVERNMENT REGULATIONS PREVENT US FROM REPAIRING OR REPLACING A COVERED AIR CONDITIONING SYSTEM, OR HEATING SYSTEM, WITH ONE OF SIMILAR EFFICIENCY OR CAPACITY AND WE PROVIDE AN UPGRADED UNIT PURSUANT TO THIS CONTRACT.

Kitchen Refrigerator w/Ice Maker

- ✔ Parts and components
- ✔ Integral freezer unit

NOT COVERED: racks, shelves, ice crushers, water and ice dispensers and their respective equipment, water lines and valve to ice maker, mini fridges, wine coolers, interior thermal shells, freezers which are not an integral part of the refrigerator, food spoilage, door seals, lighting, handles, units moved out of the kitchen, audio/visual components, and internet connection equipment

LIMITATIONS: We will pay no more than $400 in the aggregate during the Coverage Period for repair or replacement of a Wet Bar.

Washer/Dryer Package

✔ Parts and components of the clothes washer

✔ Parts and components of the clothes dryer

NOT COVERED: plastic mini-tubs, soap dispensers, filter screens, knobs and dials, door seals, venting, and lint screens

Re-Key Services

✔ Re-key up to six (6) locks (including deadbolts) inside main confines of the home or garage—attached or unattached—with up to four (4) new keys

NOT COVERED: repair or replacement of doors, door handles, knobs, or locks

Telephone Line

✔ Parts and labor costs for repairs of all fittings, splitters, outlets and other passive equipment for inside telephone wire and telephone jacks, inside cable wire and cable outlets, and inside internet wire and internet connections

NOT COVERED: Structured Wiring Panels, recreational vehicle wiring, outside drop wiring, installation of new jacks, installation of additional wire beyond that which is required to be repaired to reestablish the functions of the Covered Items, and running additional wire through the walls

LIMITATIONS: COVERAGE IS ONLY AVAILABLE FOR COVERED PROPERTIES WITH AN ELECTRICAL SERVICE ENTRANCE RATED AT OR BELOW 400 AMPS.

Stand Alone Appliances

✔ For each additional stand-alone refrigerator or freezer, all components and parts, including integral freezer unit

NOT COVERED: ice crushers, water lines and valve to ice maker, mini fridges, wine coolers, interior thermal shells, food spoilage, door seals, handles, units moved out of the kitchen

LIMITATIONS: During the Coverage Period, Our repair or replacement coverage is limited in the aggregate to no more than $1,000 for a stand-alone freezer and no more than $400 for a wet bar.

Subterranean Termite Treatment (Only available in AK, CO, FL, ID, MT, OR, UT, WA)

✔ Spot treatment of preexisting infestation of subterranean termites in the infested area of the main foundation of the home and attached garage

✔ Non-preexisting partial treatments of termite infested area of the main foundation of the home and attached garage

NOT COVERED: Infestation in decks, fencing or any area outside the confines of the main foundation of the home or attached garage, repairs caused by damages from subterranean termites

NOTE: THE TRADE CALL FEE DOES NOT APPLY TO A SERVICE REQUEST FOR SUBTERRANEAN TERMITE TREATMENT. YOU WILL PAY THE AUTHORIZED REPAIR TECHNICIAN ALL FEES DUE AT THE TIME OF SERVICE AND SUBMIT ELIGIBLE EXPENSES TO US FOR REIMBURSEMENT. IF COVERED TREATMENT IS PROVIDED, WE WILL REIMBURSE YOU FOR THE COSTS OF ANY COVERED AMOUNTS THAT EXCEEED $200. IF AN INSPECTION IS REQUESTED AND NO TREATMENT IS REQUIRED OR PERFORMED, WE WILL REIMBURSE YOU FOR ANY COVERED AMOUNTS THAT EXCEED $75.

Pool and/or Spa Equipment (in-ground or built into a patio or deck)

✔ All above ground components and parts of the heater, pump, filter, pool sweep motor, and timer

- o Both pool and spa are covered (including exterior hot tub and whirlpool) if they utilize common equipment
- o One pool or spa if the common equipment is not utilized (unless an additional coverage fee is paid)

NOT COVERED: lights, liners, electrical, plumbing or gas lines, structural defects, solar equipment, jets, fuel storage tanks, control boards, switches, panels, or any cleaning equipment, ornamental fountains and similar equipment, pool cover and related equipment, booster pump, disposable filtration medium, water chemistry control equipment, fill line, fill valves, valve actuators, turbo valves, pop-up heads and similar components

LIMITATIONS: WE WILL PAY NO MORE THAN $1,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

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Salt Water Pool Equipment

✔ Pool/Spa Equipment Coverage (see this coverage for more details)

✔ Circuit board and salt cell of salt water pool

NOT COVERED: Salt

LIMITATIONS: WE WILL PAY NO MORE THAN $1,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

External Water Line Repair
(May be added within 30 days of Coverage Period Start Date)

✔ Coverage begins 30 days after Coverage Period Start Date or the date this coverage was added, whichever is later.

✔ Leaks or breaks due to normal wear and tear of portion of the water service line that You own between the utility's point of responsibility or from Your well pump discharge line (excluding casement/pitless adapter) up to the inlet side of the water meter or shut-off valve of the Covered Property, up to a maximum **aggregate limit of $5,000 each Coverage Period. This limit includes the cost of any permits required to perform services under this Contract.**

- If original parts are unavailable or more costly, COMPATIBLE, AFTERMARKET, SUBSTITUTE, REMANUFACTURED, OR RECYCLED PARTS MAY BE USED FOR THE REPAIRS.
- If a public sidewalk or street is required to be cut or excavated to conduct the repairs, We will cover the costs to repair such section of the public sidewalk or street, up to a maximum **aggregate limit of $5,000 each Coverage Period.**
- Landscape restoration up to a maximum **aggregate limit of $500 each Coverage Period** to address any remedial action You undertake to fix landscaping damaged by the repairs, but only if You provide Us with proper documentation of such expenses during the Coverage Period.

NOT COVERED: relocating any water meter at the time of repair, unless required by applicable law, external water lines not owned by You, clogs or blockage of Your external water line, pressure switches, meter vaults, shared or branch lines, storage or pressure tanks, main shut-off valves that are not leaking, moving any section of Your external water line unless necessary to complete a covered repair, removal of debris or obstacles needed to access and repair Your external waterline, repairs required by any local, state, or federal agency inspection, unless otherwise covered by this Contract, updates to non-leaking portion of Your external water line to meet requirements of applicable law, movement or repair of buried wells at above ground, well equipment or well-related components, repairing private paved, asphalt and/or concrete surfaces or structures, costs associated with opening and closing any portion of the Covered Property's foundation or slab to access Your external water line, and thawing any frozen section of the external water line.

External Sewer & Septic Line Repair
(May be added within 30 days of Coverage Period Start Date)

✔ Coverage begins 30 days after Coverage Period Start Date or the date this coverage was added, whichever is later.

✔ Leaks, blocks or breaks due to normal wear and tear or tree roots of the portion of the dew service line You own from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic tank enters the Covered Property at the foundation, up to a maximum **aggregate limit of $5,000 each Coverage Period** (this limit includes the cost of any permits required to perform services under this Contract), so long as the external sewer or septic line is in proper working order on the Coverage Period Start Date.

✔ If original parts are unavailable or more costly, COMPATIBLE, AFTERMARKET, SUBSTITUTE, REMANUFACTURED, OR RECYCLED PARTS MAY BE USED FOR THE REPAIRS.

✔ If a public sidewalk or street is required to be cut or excavated to conduct the repairs, We will cover the costs to repair such section of the public sidewalk or street, up to a maximum **aggregate limit of $5,000 each Coverage Period.**

✔ Landscape restoration up to a maximum **aggregate limit of $500 each Coverage Period** to address any remedial action You undertake to fix landscaping damaged by the repairs, but only if You provide to Us during the Coverage Period proper documentation of such expenses.

NOT COVERED: external sewer or septic line not connected to a public sewer system or Your septic tank, common waste branch lines, external sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines, devices connected to Your external sewer or septic line, moving any section of Your external sewer or septic line unless necessary to complete a covered repair, removal of items necessary to access Your external sewer or septic line, such as debris or obstacles, non-conforming drain line, such as basement or storm drain systems, connected to Your external sewer or septic line, repairs required by any local, state, or federal agency inspection, unless otherwise covered by this Contract, updates to non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law, interior pipes, private paved, asphalt and/or concrete surfaces or structures, and thawing any frozen section of Your external sewer or septic line.

Septic System (Per tank)/Sewage Ejector Pump/Septic Tank Pumping

- ✔ Aerobic pump
- ✔ Jet pump
- ✔ Sewage ejector pump
- ✔ Septic tank and line from house to tank
- ✔ If a stoppage is due to a septic tank back up, then We will pump the septic tank one time during the Coverage Period of the plan

NOT COVERED: tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, and seepage pits, the cost of gaining or finding access to the septic tank, the cost of sewer hook ups, disposal of waste, chemical treatments, tanks, leach lines, cesspools, and mechanical pumps/systems

LIMITATIONS: WE WILL PAY NO MORE THAN $500 IN THE AGGREGATE DURING THE COVERAGE PERIOD. SEPTIC TANK PUMPING COVERAGE CAN ONLY BECOME EFFECTIVE IF A SEPTIC CERTIFICATION WAS COMPLETED WITHIN NINETY (90) DAYS PRIOR TO CLOSE OF SALE. WE MAY REQUIRE A COPY OF THE CERTIFICATION PRIOR TO SERVICE.

Well Pump

- All components and parts of well pump utilized for main dwelling only

NOT COVERED: well casings, pressure tanks or switches, hoisting or removal, piping or electrical lines leading to or connecting pressure tank and main dwelling, holding or storage tanks, and re-drilling of wells

LIMITATIONS: WE WILL PAY NO MORE THAN $1,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD.

LISTING COVERAGE

Coverage Period for Listing Coverage for the property listed by Home Seller starts on the Coverage Period Start Date and continues until the earliest to occur of the following: (i) the sale of the Covered Property; (ii) the expiration or cancellation of the listing of the Covered Property; or (iii) 180 days from the Coverage Period Start Date (the "Listing Period", including any extension thereof). We, in Our sole discretion, may extend Home Seller's Listing Coverage after expiration of the initial 180-day Coverage Period.

LISTING COVERAGE ELIGIBILITY

- Listing Coverage is only available if property is listed with a licensed real estate professional and the listing property is either owner occupied or vacant at the time the initial order for coverage is placed.
- Listing Coverage is not available to an owner of investment and/or rental properties or for a property within a multiple unit of 5 or more dwellings.

FLORIDA RESIDENTS ONLY: LISTING COVERAGE IS OPTIONAL AND SUBJECT TO AN ADDITIONAL CHARGE. IF LISTING COVERAGE IS INCLUDED ON YOUR COVERAGE LETTER BOTH BASIC AND OPTIONAL LISTING COVERAGES DESCRIBED BELOW ARE INCLUDED.

BASIC LISTING COVERAGE

The following coverages are available to Home Sellers. **The same standard coverage inclusions, exclusions, and limitation as Home Owner's Coverage apply to Listing Coverage.**

- ✔ Washer/Dryer
- ✔ Air Conditioning/Cooling System
- ✔ Heating System
- ✔ Electrical System
- ✔ Doorbells
- ✔ Ductwork
- ✔ Ceiling Fans & Exhaust Fans
- ✔ Central Vacuum
- ✔ Burglar & Fire Alarms
- ✔ Garage Door Opener
- ✔ Plumbing System
- ✔ Water Heater including Tankless
- ✔ Instant Hot Water Dispenser

- ✔ Kitchen Appliances
- ✔ Kitchen Refrigerator w/Ice Maker
- ✔ Dishwasher
- ✔ Built-In Microwave
- ✔ Range/Oven/Cooktop
- ✔ Trash Compactor
- ✔ Garbage Disposal

LISTING COVERAGE LIMITS OF LIABILITY & EXCLUSIONS

The following Listing Coverage limits of liability and exclusions are in addition to those limits of liability and exclusions found in the Limits of Liability and Exclusions sections of this Contract.

1. **System Replacement.** During the Listing Period, and for the first 30 days of the Home Owner's Coverage Period, We are not liable for replacement of entire systems or appliances due to obsolete, discontinuation, or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of similar parts.
2. **Pre-Existing Conditions.** During the Listing Period, We will not pay for the repair or replacement of any Covered Items if they are inoperable as a result of pre¬existing conditions, deficiencies, insufficient maintenance, and/or defects.
3. **LIMITATIONS: OUR OBLIGATION UNDER LISTING COVERAGE IS LIMITED TO $1,500 IN THE AGGREGATE DURING THE COVERAGE PERIOD, SUBJECT TO THE FURTHER LIMITATIONS SET FORTH HEREIN.**

ALTERNATIVE DWELLINGS

The Covered Property must be a single-family home, townhome, or condominium (including manufactured housing, which must be anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet, unless: (i) an alternative dwelling type—i.e. 5,000 square feet or more, new construction, or multiple units—is applied for by phoning 1-800-496-7116; **and** (ii) such alternative dwelling type is approved by Us as a Covered Property. Guest houses, mother-in-law units, and other structures ("Guest Unit"), subject to Our review and approval, are covered if the appropriate fee is paid for additional coverage to the Guest Unit. Please contact Us, with details regarding the size and number of appliances in the Guest Unit, for a quote.

If this Contract is for a duplex, triplex, or fourplex dwelling, for coverage to apply to common systems and appliances, then every unit within such dwelling unit **must be covered** by an HWA contract with applicable optional coverage.

If this Contract is for a property within a multiple unit of 5 or more dwellings, then only items contained within the confines of each individual property are covered. Common systems and appliances are excluded.

LIMITS OF LIABILITY

1. **Delays.** Problems cannot always be diagnosed and repaired on the first Service visit. We are not liable for losses or damages resulting from misdiagnosis or delays in completing diagnosis or repairs.
2. **Model/Serial Numbers.** We are not responsible for repair or replacement of a system or appliance lacking a visible Model or Serial Number.
3. **Obstructed Items.** We are not responsible for providing access to, or closing access from, any Covered Item which is concrete-encased or otherwise obstructed or inaccessible (including but not limited to beneath crawl spaces, floor coverings, systems, cabinets, etc.).
4. **Opened Walls/Ceilings.** If it is necessary to open walls or ceilings to make repairs, We will close the opening, provided the walls and/or ceilings were not damaged by water prior to the Authorized Repair Technician beginning its Services or repairs, and return to a rough finish condition, subject to the monetary limits in this Contract. We are not responsible for the restoration of wall coverings, floor coverings, plaster, cabinets, countertops, tiling, paint, or other surfaces. Similarly, We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.
5. **Hazardous Materials.** We will have no liability for the removal of, failure to detect, or contamination of any asbestos, radon gas, mold, or other hazardous products or materials as a result of failure to detect any asbestos, radon gas, mold, or other hazardous products or materials.
6. **Consequential Damages.** We are not responsible for consequential or secondary damages. This includes, but is not limited to, repair of conditions caused by any of the following: chemical or sedimentary build up, insect infestation, mold, mildew or bacterial manifestations, misuse or abuse, theft or vandalism, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, intentional acts, riot, lightning, mud, earthquake, soil movement or settlement, storms, accidents, pest damage, Force Majeure events (as defined below), failure due to excessive water pressure, **or any other perils not considered loss or damage due to normal wear and tear.**
7. **Force Majeure.**
    a. This Contract is not insurance, but covers "normal wear and tear." Plans do not cover any damage to Your home or home system caused by or as a direct or indirect result of a Force Majeure Event, including but not limited to, acts of God, fire, war, flood, earthquake, hurricanes, tornadoes, and other natural disasters, pandemic, epidemic, acts of terrorism, acts of any governmental authorities, accidents, strikes, labor troubles, shortages in supply, changes in laws, rules, or regulations of any governmental authority, and any other cause beyond Our reasonable control.
    b. When a Force Majeure Event occurs, We will make commercially reasonable efforts to fulfill Our obligations under this Contract. Force Majeure Events may result in delays or Our inability to perform under this Contract. If We are unable to perform Our obligations, in whole or in part, due to a Force Majeure Event, then Our obligations shall be suspended to the extent made necessary by such Force Majeure Event, and in no event shall We be liable to You for Our failure to fulfill Our obligations for damages caused by any Force Majeure Event.
8. **Loss of Use Damages. WE ARE NOT LIABLE FOR INDIRECT, CONSEQUENTIAL, OR ECONOMIC DAMAGES FOR LOSS OR DAMAGES TO ANY PERSON OR PROPERTY ARISING FROM THE LOSS OF USE OR THE INABILITY TO USE ANY COVERED ITEMS OR PROPERTY TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.**
9. **Repairs/Replacements.** We have the sole right to determine whether any Covered Item will be repaired or replaced. Parts and replacements will be of similar or equivalent quality and efficiency to those being replaced, subject to all other provisions of this Contract. Where replacement equipment of identical dimensions is not readily available, We are responsible for providing installation of similar quality equipment but NOT for the cost of construction or carpentry made necessary by different dimensions. **We are not responsible for upgrading or matching color or brand.** During the first 30 days of the Home Owner's Coverage Period, We are not liable for replacement of entire systems or appliances due to obsolete, discontinuation, or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair market value of similar parts.

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10. **Commercial Grade Equipment.** We are not liable for the repair or replacement of commercial grade equipment, systems, or appliances. We will pay no more than $1,500 in the aggregate (or $2,500 when coverage includes OrangePlus) during the Coverage Period for the repair or replacement of professional series or similar appliances, including, but not limited to brand names such as Sub-Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, subject to all other provisions, limitations, and exclusions in this Contract.

11. **Routine Maintenance.** We are not responsible or liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance and cleaning pursuant to the manufacturer's specifications.

12. **Warrantied Products.** We are not responsible for repairs of systems or components covered under a manufacturer's warranty. Our responsibilities will be secondary to any manufacturer or supplier's warranty or other extended or in-home service contracts that exist for the covered systems, components, and appliances.

13. **Haul Away.** We are not responsible for removal and hauling away of old equipment or appliances, **unless OrangePlus coverage has been purchased.** Where available, You may choose to pay an additional fee directly to the Authorized Repair Technician for removal and/or disposal of an old system, component or appliance.

14. **Cash Option.** We reserve the right to offer cash back in lieu of repair or replacement in the amount of **Our actual cost** for the repair or replacement services and equipment necessary to effectuate the repair and/or replacement, which may be **less than the retail price**, to repair or replace any Covered Item.

15. **Authorized Repair Technician.** You understand and agree that We are not a contractor. We will not be the Authorized Repair Technician and We will not perform the Services under this Contract. We engage third-party, independent contractors to service homes under the Contract. We will subcontract with Authorized Repair Technicians that meet Our standards. **You understand and agree that We: (i) are not liable for the negligence, omissions, or other conduct of the Authorized Repair Technician; and (ii) are not an insurer of the Authorized Repair Technician's performance.**

16. **Second Opinions.** We reserve the right to require a second opinion, which We will obtain at Our own cost.

17. **Remedies.** You understand and agree that Your sole remedy under this Contract is the recovery of the cost of the covered repair or replacement, whichever is less. You understand and agree that, in no event, will Our liability exceed $5,000 per Covered Item or $15,000 in the aggregate during the Coverage Period.

EXCLUSIONS

The following exclusions are in addition to the items listed as "NOT COVERED" in the Coverage sections of this Contract. Where this Contract requires an Item to be in a certain condition as a prerequisite to coverage, or when a Service Request is made, We reserve the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor.

1. **Management Systems. Electronic or computerized energy management or lighting and appliance management systems are excluded from coverage.**

2. **Non-essential Components. Items not required for Covered Items to function, which may include but are not limited to: accessories, clocks, timers, racks, baskets, lights, shelves, meat probe assemblies, rotisseries, removable buckets, audio/visual components, internet connectivity devices, remote control devices, freezers or dispensers which are not an integral part of a refrigerator, lock and key assemblies.**

3. **Hazardous Substances. Services do not include the identification, detection, abatement, encapsulation, or removal of asbestos, radon gas, mold, or other hazardous substances, and We have no obligation to arrange for, and will have no liability for, the removal of the hazardous substance(s). If any hazardous materials are encountered while performing the Services, the Authorized Repair Technician has no obligation to continue the work until the hazardous materials are abated, encapsulated, or removed, or it is determined that no hazard exists. The Authorized Repair Technician will comply with U.S. Environmental Protection Agency regulations regarding lead paint. This may require an extension of time to complete the work.**

4. **Excluded Repairs. We are not liable for repairs related to adequacy or capacity of Covered Items in the Covered Property; improper installation, design, or previous repair of Covered Items not completed under this Contract; and problems or failures subject to a manufacturer's recall. Unless the optional coverage for such is purchased, We are not responsible for providing upgrades, components, parts or equipment required due**

to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to SEER standard, R-410A and/or 7.7 HSPF or higher compliant, as well as any other efficiency required by federal, state, or local governments.

5. **Common Systems and Appliances. Except as otherwise provided in the Alternative Dwellings section, common systems and appliances are excluded.**
6. **Building and Zoning Code Requirements/Violations. You understand and agree that We will not contract for: (i) services to meet current building and zoning code requirements or to correct for code violations (except when the corresponding optional coverage is purchased and as set forth above); and (ii) services when permits cannot be obtained. You further understand and agree that We will not pay for the costs to obtain permits (except when the corresponding optional coverage is purchased and as set forth above).**

TRANSFER OF CONTRACT

If Your Covered Property is sold during the term of this Contract, You may transfer this Contract to the new owner by notifying Us by phoning 1-800-496-7116 You must inform Us of the change of ownership and provide the name, email address, and phone number of the new owner. A copy of the Contract is available upon request. You may not otherwise assign this Contract without Our prior written consent.

We may assign this Contract, in whole or in part, without Your consent, to the fullest extent allowed by law. You understand and agree that, in the event of such an assignment, We will have no further obligation to You.

CANCELLATION

You may cancel this Contract at any time. If You cancel this Contract within the first 30 days of the Coverage Period and no claims have been made, You are entitled to a full refund of the cost of this Contract. If You cancel this Contract within the first 30 days of the Coverage Period and a claim has been made or if this Contract is cancelled after 30 days from the Coverage Period Start Date, You will be entitled to a pro rata refund of the Contract Fee You paid for the unexpired term, less **any actual Service costs incurred by Us** and an administrative fee of the lesser of $30 or 10% of the Contract Fee. If Listing Coverage is cancelled after service has been performed, and the Contract Fee has not yet been paid, You will be responsible for purchase of the Contract, or reimbursement to Us of Services incurred, whichever is less.

We reserve the right to cancel this Contract upon at least thirty (30) days prior written notice. If We cancel this Contract, a pro-rata refund will be issued for the unexpired term, less the costs of any Services paid. However, in the event of Your fraud, material misrepresentation, failure to pay, or a substantial breach of Your duties under this Contract, cancellation may be immediate and without prior notice. In the event of cancellation for fraud or material misrepresentation, We may demand immediate payment of the cost of all Services provided to You, less Your payments made, and no refund of any kind will be issued. The notice of cancellation will include the reason and the effective date of cancellation.

RESOLUTION OF DISPUTES

1. **This provision constitutes an agreement to resolve any disputes, claims or controversies under this Contract through good faith negotiation.** Either party may initiate negotiations by providing written notice to the other party which lists the subject of the dispute and the relief requested. The parties will respond to any notices and requests in a timely and complete manner.
2. The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. **WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS, ANY OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED.**
3. **BOTH PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.**
4. This Contract will be governed, construed and enforced in accordance with the laws of the state where the Covered Property is located.

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5. Any legal or judicial proceeding commenced by or on behalf of You under this Contract (including the assertion by You of any counterclaim) will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature (whether pursued though the courts, through arbitration, or through any other judicial forum) are not permitted. **BY ENTERING INTO THIS CONTRACT YOU UNDERSTAND AND AGREE THAT YOU MAY BRING CLAIMS AGAINST US OR OUR AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND WAIVE ANY RIGHT TO BRING CLAIMS AGAINST US OR OUR AFFILIATES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, OR OTHER REPRESENTATIVE PROCEEDING.**

6. Any failure by Us to assert a right or enforce a requirement under this Contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude Us from asserting any right or enforcing the requirement at any time.

CONTRACT TERMS

We will provide You with written notification of any material changes to this Contract at least 30 days in advance of the implementation of such changes. You may not receive a notice when the changes are favorable to You or when changes are mandated by a regulatory agency. After notice of a material change, You may terminate this Contract by providing written notice within the 30-day period prior to the effective date of the change. If You do not respond prior to the expiration of the 30-day period, You will be deemed to have accepted the change.

STATE SPECIFIC CANCELLATION PROVISIONS AND NOTICES

The following state-specific variations are in addition to the provisions set forth above and will control to the extent that they are inconsistent with any other provisions of this Contract:

1. Cancellation

   a. Alabama, Arkansas, Georgia, Hawaii, Massachusetts, Minnesota, New Mexico, Virginia, Wisconsin and Wyoming residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days (30 days for Hawaii Residents) of the date this Agreement was mailed to You or within 10 days (20 days for Hawaii Residents) of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and, if You have not received any service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days (30 days for Iowa Residents, 60 days for New Mexico Residents) after the cancellation of this Agreement.

   b. Alabama Residents: If You cancel this Agreement after the refund period, We may retain an administrative fee of up to $25 for issuance of this Agreement.

   c. Georgia Residents: We may cancel this Agreement only for fraud, material misrepresentation, or failure to pay. If We cancel this Agreement, You will be provided 30 days written notice regardless of the reason for cancellation; and We will refund 100% of the unearned pro rata purchase price, less any claims paid. After the free look period, You may cancel this Agreement at any time upon demand and surrender of the Agreement, in which case We will refund 100% of the unearned pro rata purchase price, less any claims paid.

   d. Hawaii Residents: Your right to cancel this Agreement and receive a full refund is not transferable and applies only to the original Agreement purchaser.

   e. Iowa Residents: The administrative fee will not exceed 10% of the gross amount which You paid for this Agreement.

   f. Nevada Residents: If no claim has been made under this Agreement, You have the right to return this Agreement within 20 days of the date this Agreement was mailed to You, within 10 days of delivery if this Agreement was delivered to You at the time of sale, or within a longer period specified in this Agreement. In such a case, this Agreement will be void and We will refund to You the full amount of the purchase price of this Agreement. This right to void this Agreement is not transferable and applies only to the original Agreement purchaser. A 10% penalty per month will be added to a refund that is not made within 45 days of return of this Agreement to Us.

   We will not cancel this Agreement, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Agreement, whichever occurs first except for: (a) failure to pay by You any amount under this Agreement when due; (b) Your conviction of a crime which results in an increase in the

service required under this Agreement; (c) discovery of fraud or material misrepresentation by You in obtaining this Agreement, or in presenting a claim under this Agreement; or, (d) Your act or omission, or Your violation of any condition of this Agreement, the discovery of which occurs after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. Cancellation of this Agreement as permitted hereunder is effective 15 days after We mail the cancellation notice to You. We will not cancel this Agreement, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Agreement, whichever occurs first except also for a material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold. In the event of cancellation, You will be provided a pro rata refund less any outstanding balance on Your account. We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Agreement.

g. South Carolina Residents: If We do not provide a refund within 45 days of cancellation a 10% penalty per month shall be added to the refund.

h. Utah Residents: We may cancel this Agreement at any time for any reason, if this Agreement has not been previously renewed, and if this Agreement has been in effect less than 60 days when the written notice of cancellation is mailed or delivered. After this Agreement has been in force for 60 days, this Agreement may be cancelled by Us for the following reasons: (i) nonpayment of premium when due; (ii) mutual agreement of Us and You; (iii) material misrepresentation; (iv) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this Agreement; or (v) substantial breaches of Agreement duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. If We cancel this Agreement within the first 30 days of the Agreement effective date You will NOT be charged an administrative fee, and You shall be entitled to a refund of the paid premium less any Service Costs that were incurred by Us. If We cancel this Agreement after the 30th day from Agreement effective date, You shall be entitled to a pro rata refund of the paid premium for the unexpired term, less: (y) an administrative fee of up to $50 (where permitted by law); and (z) any Service Costs that were incurred by Us.

i. Vermont Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of receipt of this Agreement and have not received any service, for a full refund of the amount paid by You under this Agreement.

j. Virginia Residents: In addition to Our cancellation rights listed above, We may cancel this Agreement if this Agreement were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur.

k. Wisconsin Residents: Your right to cancel this Agreement and receive a full refund is not transferable and applies only to the original Agreement purchaser. The administrative fee will not exceed 10% of the gross amount which You paid for this Agreement. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement Fee, less any Service Costs. This Agreement shall be non-cancelable by Us except for nonpayment of the Agreement Fee, material misrepresentation by You to Us or the administrator, or substantial breach of duties by You relating to the Covered Item or its use. If this Agreement is canceled by Us, We will mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to cancellation by Us. Our cancellation notice will state the effective date of the cancellation and the reason for the cancellation.

l. Wyoming Residents: Your right to cancel this Agreement and receive a full refund under Section H(2)(a) is not transferable and applies only to the original Agreement purchaser. If this Agreement is canceled by Us, We will mail a written notice to You at the last known address at least 10 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or substantial breach of duties by You.

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2. Other Miscellaneous State Provisions

a. Arizona Residents: This Agreement does not cover known or unknown pre-existing conditions unless such pre-existing conditions were known or should reasonably have been known by Us or a person selling this Agreement on Our behalf.

The second and third sentences of the first paragraph under Home Owner's Coverage are deleted.

The provisions under Resolution of Disputes do not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions. To learn more about this process, You may contact the Department at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the Department against a service company issuing an approved service agreement under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Department at 602-364-2499.

b. Georgia Residents: This Agreement is bonded by Travelers Casualty and Surety Company of America, One Tower Square, S202A, Hartford, CT 06183 (the "insurer"). You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within 60 days after the claim has been filed with Us.

c. Iowa Residents: The issuer of this Agreement is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. The address of the Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000; and the Division's telephone number is (515) 654-6600.

d. Kentucky Residents: We maintain a performance bond issued by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the "Insurer"). You are entitled to make a direct claim against the Insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us.

e. Nevada Residents: Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. Repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and, if We determine that an Emergency Repair cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and the Nevada Commissioner of Insurance. If You are not satisfied with the manner in which We are handling Your claim under this Agreement, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

f. New Hampshire Residents: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or by calling (603) 271- 2261.

g. Texas Residents: This Agreement is issued by a Residential Service Company licensed by the Texas Department of Licensing & Regulation. Complaints about this Agreement or company may be directed to the Texas Department of Licensing & Regulation at PO Box 12157, Austin, TX 78711, (512) 936-3049. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESING OF A RESIDENTIAL SERVICE AGREEMENT UNDER TEXAS OCCUPATIONS CODE § 1303.304.

h. Utah Residents: This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. For prior approval for services to be performed under this Agreement, please contact Us toll-free at 1-800-496-7116. Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss

of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured Service Provider to obtain service in the event of failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement. Upon completion of the service, the Service Provider must provide You an itemized invoice for the charges. You should try to find a Service Contractor who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the Service Provider directly for the services rendered, including the Service Fee or similar charge up to the Service Fee, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this Agreement. Please call us at 1-800-496-7116 to find out the best way to submit the paid invoice; or, You may submit the paid invoice by mailing it to Us at 90 Washington Valley Road, Bedminster, NJ 07921, with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

i. Virginia Residents: If You are unable to contact or obtain satisfaction from Us then You may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, Virginia, 23218-1157 or by calling (800) 552-7945.

j. Wisconsin Residents: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

k. District of Columbia, Ohio, Pennsylvania, Tennessee, and Utah Residents: 30% of Your purchase price is for coverage of tangible personal property and 70% is for coverage of real property and fixtures.

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