



## I. GENERAL COVERAGE PROVISIONS

### A. COVERAGE

1. During the Coverage Period, Our sole responsibility will be to arrange for an Authorized Repair Technician to provide Service[s] for Covered Systems and Components located at the Covered Property in accordance with the definitions, terms, and conditions of this Contract.
2. UNLESS OTHERWISE STATED IN SECTION IV BELOW, COVERAGE BEGINS ON THE COVERAGE PERIOD START DATE, THIRTY (30) DAYS FOLLOWING INITIAL PAYMENT AND CONTRACT START DATE. ANY SERVICES NEEDED PRIOR TO THE COVERAGE PERIOD START DATE ARE YOUR SOLE RESPONSIBILITY.
3. Coverage will only apply to system and component malfunctions explicitly listed as "Included" under Your purchased Plan. Certain items and events are not covered by this Contract. Refer to the "Covered Systems and Components" and "Limitations and Exclusions" sections on pages 1-4 for coverage details.
4. This Contract does not cover any Breakdowns known prior to the Coverage Period Start Date.
5. WE ARE NOT AN AUTHORIZED REPAIR TECHNICIAN and will not actually be performing the repair or replacement of any systems or components.
6. Our obligation to pay for repair or replacement under this Contract is limited to \$5,000 per Covered System and Component and \$15,000 in the aggregate during the Coverage Period, subject to the further limitations set forth herein.

### B. DEFINITIONS

1. "Administrator" means Warranty Administration Services, Inc., 90 Washington Valley Road, Bedminster, NJ 07921 (WASH).
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.
4. "Contract Start Date" means the start date of the Contract.
5. "Coverage Letter" means the letter attached to this Contract that includes Your specific Plan and coverage information.
6. "Coverage Period" means the duration of time that the Covered Property is eligible for coverage under Your Plan.
7. "Coverage Period End Date" means the date that Your Coverage Period ends, as listed on the Coverage Letter.
8. "COVERAGE PERIOD START DATE" MEANS THE DATE THAT YOUR COVERAGE PERIOD BEGINS, WHICH IS THIRTY (30) DAYS FOLLOWING THE CONTRACT START DATE ("WAIT PERIOD").
9. "Covered Property" means the address identified on the Coverage Letter that is eligible for coverage under this Contract. The Covered Property must be a single-family home, town home or condominium (including manufactured housing if anchored to a permanent foundation and not moved during the duration of this Contract) under 5,000 square feet, unless: a) 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 b) We approve such alternative dwelling type as a covered property. Covered Property must be owned or rented residential-use property and not commercial property or residential property converted into a business.
10. "Covered Systems and Components" means systems and components as specifically described herein as "Included" under Your Plan and (a) that are located inside the confines of the main foundation of the Covered Property (except for attached garages, detached garages, pools, spas, well pumps, septic tank pumps, and air conditioners, which may be located at the Covered Property but not necessarily located within the confines of the main foundation) and (b) are in proper working order on the Coverage Period Start Date and (c) become inoperative due to mechanical or electrical failures caused by normal wear and tear ("Breakdown").
11. "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.
12. "Seller" means the entity or organization that sold You this Contract.
13. "Service" or "Services" mean the diagnosis and performance of the work, including parts and labor, to repair or replace any Covered System and Component that becomes inoperable due to a Breakdown in accordance with the provisions set forth in this Contract.
14. "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.
15. "We," "Us," "Our," "Obligor," and "Company" mean Home Service Club of California, Inc., 8910 University Center Lane, Suite 400, San Diego, CA 92122 OUR OBLIGATIONS UNDER THIS AGREEMENT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE OBLIGOR.
16. "You," "Your," and "Customer" mean the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.
17. "SEER Standard" means current U.S. Department of Energy Seasonal Energy Efficiency Ratio (SEER) requirement for the state of the Covered Property.

## II. COVERAGE DURATION

- A. Your coverage begins on the Coverage Period Start Date and ends on the Coverage Period End Date, provided initial payment is received on or before the Contract Start Date.
- B. IF WE ELECT TO RENEW YOUR PLAN, WE WILL NOTIFY YOU OF ANY REVISED TERMS (INCLUDING ANY INCREASE TO THE PRICE OF THE PLAN(S)) AT LEAST THIRTY (30) DAYS PRIOR TO EXPIRATION OF THE CURRENT COVERAGE PERIOD. YOU WILL AUTOMATICALLY BE RENEWED FOR ONE (1) YEAR COVERAGE PERIODS UNLESS (i) YOU NOTIFY US BY TELEPHONE AT 1-800-496-7116 OR (ii) WE NOTIFY YOU AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE APPLICABLE COVERAGE PERIOD THAT YOUR CONTRACT WILL NOT BE RENEWED. YOUR FIRST RENEWAL PAYMENT WILL SERVE AS YOUR AUTHORIZATION FOR ANOTHER YEAR. RENEWED COVERAGE PERIODS WILL NOT BE SUBJECT TO ANY WAIT PERIOD. IF YOU REQUEST TO CANCEL AFTER AUTOMATIC RENEWAL TAKES PLACE, WE WILL HONOR YOUR REQUEST TO CANCEL IMMEDIATELY PURSUANT TO SECTION VIII(E) BELOW. IF YOU HAVE ANY QUESTIONS, OUR TOLL-FREE NUMBER IS 1-800-496-7116. YOU MAY CANCEL THIS CONTRACT AT ANY TIME AS DESCRIBED BELOW.
- C. PRICE AND PAYMENT. The amount of Your monthly charge or the amount You paid in full for the initial one-year term for the Plan(s) You have selected is set forth on Your Coverage Letter. Payment may be made in monthly installments or in full at the Contract Start Date or commencement of the renewal term(s), depending on the applicable payment method. YOU AGREE TO MAKE ALL PAYMENTS DUE AND SUCH PAYMENTS WILL BE DRAFTED FROM A PRE-AUTHORIZED CREDIT CARD OR CHECKING ACCOUNT, BASED ON 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 the Plan(s). Except as otherwise specifically stated in this Contract, Your payments are non-refundable.

## III. SERVICE CALLS

- A. You (including tenant if specifically authorized by the home owner) must notify Us for Service Requests to be performed under this Contract as soon as the problem is discovered. We will accept Service Requests 24 hours a day, 7 days a week, 365 days a year. In order for the Service Request to be covered, notice must be given to Us prior to expiration of this Contract.
- B. Under normal circumstances, We will dispatch Service Requests to an Authorized Repair Technician within 48 hours. If You request non-emergency 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.

- C. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency Service (generally Breakdowns to Covered Systems and Components that are essential to health and safety and would pose a substantial risk to loss of life or peril, such as Breakdowns of heating, cooling, plumbing or substantial electrical service that renders the Covered Property otherwise uninhabitable).
- D. We have the sole and absolute right to select the Authorized Repair Technician to perform the Service. **We will not reimburse for any services performed without Our prior approval.**
- E. 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 calls wherein coverage is deemed excluded, or denied. 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 an Authorized Repair Technician is on the way to Your Covered Property or at Your Covered Property. Failure to pay the Trade Call Fee will result in suspension of coverage until such time as the appropriate Trade Call Fee is paid in full and coverage is reinstated. The Coverage Period will not be extended to cover the duration of any suspension period.
- F. If Services performed under this Contract should fail, then We will provide for the necessary repairs without an additional Trade Call Fee for a period of thirty (30) days on parts and thirty (30) days on labor from the date the Services were materially complete.
- G. No Services will be provided if there is not an adult (over eighteen (18) years old) resident present, **or** the Authorized Repair Technician is prevented from entering a Covered Property due to the presence of animals, insects, or unsafe conditions, or if the Covered System and Components is not easily accessible. In any such event, the Trade Call Fee will still be charged to and owed by the Customer.
- H. You may make Your Service Request at [HWAHomeWarranty.com](http://HWAHomeWarranty.com) or by calling 1-800-496-7116.

## IV. COVERED SYSTEMS AND COMPONENTS

If included under Your Plan, the following Covered Systems and Components are covered only to the extent items are labeled as "Included" below, subject to all other provisions, limitations, and exclusions in this Contract, including Section VII Limitations and Exclusions below.

### A. HEATING SYSTEM

**INCLUDED:** All components and parts necessary for the operation of the system (including heat pumps which cool or heat the home); for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. When SEER standard/R-410A upgrade is purchased, for units below SEER standard and/or R-22 equipment standards and when We are unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 Equipment, repair and/or replacement will be performed with SEER standard/R-410A equipment and/or 7.7 HSPF or higher compliant.

**EXCLUDED:** Baseboard casings - Oil storage tanks - Portable units - Solar heating systems – Fireplaces and key valves - Filters - Electronic air cleaners – Registers - Grills - Clocks - Timers - Heat lamps - Fuel storage tanks - Flues and Vents - Humidifiers - Commercial grade equipment – Gas heat pump systems - Outside or underground piping and components for geothermal and/or water source heat pumps - Electronic, computerized, and manual systems management and zone controllers - Systems with mismatched condensing unit and evaporative coil per manufacturer specifications – Improper use of metering devices (i.e. thermal expansion valves) – We are not responsible for the costs associated with matching dimensions, brand or color made – **Except when the optional SEER standard/R-410A modifications coverage is purchased, We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment - Condensate pumps – After-market inducer fan motors - Pellet Stoves – Cable heat – Wood stoves - Solar Heating and Components - Cost for crane rentals.**

**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 for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems or glycol system, or geothermal/water source heat pump. **NOTE: We will pay up to \$10 per pound for the cost of refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.**

PREMIUM COVERAGE INCLUDES: Filters and Heat Lamps

### B. WATER HEATER (Gas, Tankless, Electric or Oil)

**INCLUDED:** All components and parts, including circulating pumps.

**EXCLUDED:** Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Flues and vents - Commercial grade equipment – Problems resulting from sediment - Units exceeding 75 gallons - Drain pans and drain lines.

**LIMITATIONS:** We will pay no more than \$1,000 in the aggregate during the Coverage Period for repair or replacement of tankless or oil water heater.

PREMIUM COVERAGE INCLUDES: Problems resulting from sediment.

### C. DUCTWORK

**INCLUDED:** Duct from heating unit to point of attachment at registers or grills.

**EXCLUDED:** 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 any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment.

**LIMITATIONS:** When covered 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.

### D. PLUMBING SYSTEM

**INCLUDED:** 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 as necessary) - toilet wax ring seals - 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, in drain and sewer lines up to 125 ft. from access point. Polybutylene piping is covered up to \$1,000 in the aggregate during the Coverage Period. Main line stoppages are only covered if there is a ground level clean out available.

**EXCLUDED:** Stoppages and clogs in drain and sewer lines that cannot be cleared by cable, hydro jetting or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 125 ft. of access point) – Stoppages and clogs that can only be cleared through roof vent - Access to drain or sewer lines from vent or removal of water closets and/or toilets - Cost to locate, access or install ground level clean out - Hose bibs - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Fixtures, cartridges, shower heads and shower arms - Bathtubs and showers - Shower enclosures and base pans - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Septic tanks - Pressure regulators – Recirculating pumps - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Sewage ejector pumps - 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 during the Coverage Period for diagnosis, repair or replacement of any Covered System and Component 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 and corrosion.

PREMIUM COVERAGE INCLUDES: 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).

### E. ELECTRICAL SYSTEM

**INCLUDED:** All components and parts.

**EXCLUDED:** Fixtures - Carbon monoxide alarms, detectors or related systems - Intercoms and door bell systems associated with Intercoms - Inadequate wiring capacity - Solar power systems and panels - Direct current ("D.C.") wiring or components - Attic fans - Commercial grade equipment - Damages due to power failure or surge, or loads greater than the system's design – 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 and corrosion.

## F. KITCHEN APPLIANCES

1. Dishwasher (Built-in)

INCLUDED: All components and parts.

**EXCLUDED: Racks - Baskets - Rollers - Door seals – Portable dishwashers.**

PREMIUM COVERAGE INCLUDES: Racks - Baskets - Rollers - Door seals.

2. Garbage Disposal

INCLUDED: All components and parts, including entire unit.

**EXCLUDED: Problems and/or jams caused by bones and foreign objects other than food.**

3. Built-in Microwave Oven

INCLUDED: All components and parts.

**EXCLUDED: Interior linings - Door glass - Clocks - Shelves - Portable or counter top units - Meat probe assemblies - Rotisseries - Door seals - Lighting and handles - Glass.**

PREMIUM COVERAGE INCLUDES: Interior linings - Rotisseries - Clocks - Door seals - Lighting and handles.

4. Range/oven/cooktop (Gas or Electric; Built-in, or Free Standing).

INCLUDED: All components and parts.

**EXCLUDED: Clocks (unless they affect the cooking function of the oven) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Sensi-heat burners will only be replaced with standard burners - Door seals - Lighting and Handles - Glass – Portable range/oven/cooktop.**

PREMIUM COVERAGE INCLUDES: Racks - Rotisseries - Clocks - Door seals - Lighting - Handles and knobs.

5. Trash Compactor (Built-in).

INCLUDED: All components and parts.

**EXCLUDED: Lock and key assemblies - Removable buckets - Door seals – Portable trash compactor.**

PREMIUM COVERAGE INCLUDES: Removable buckets - Door seals.

## G. DOOR BELLS

INCLUDED: All components and parts.

**EXCLUDED: Door bells associated with Intercom Systems - Battery operated door bells.**

## H. CEILING FANS AND EXHAUST FANS

INCLUDED: Motors – Switches – Controls – Bearings – Blades.

**EXCLUDED: Whole house fans – Belts – Shutters – Filters – Lighting – Venting ductwork related to exhaust fans.**

**LIMITATIONS: We will pay no more than \$400 in the aggregate during the Coverage Period.**

## I. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts.

**EXCLUDED: 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.**

## J. BURGLAR AND FIRE ALARM SYSTEMS

INCLUDED: All components and parts.

**EXCLUDED: Any wiring or parts located outside the main confines of the foundation of the home – Batteries – Video cameras – Video 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.**

## K. GARAGE DOOR SYSTEMS

INCLUDED: All components and parts of the garage door opener.

**EXCLUDED: Garage doors – Hinges and Springs – Infra-red sensors – Chains – Tracks – Rollers – Remote receiving/transmitting devices.**

PREMIUM COVERAGE INCLUDES: Remote receiving/transmitting devices.

## L. KITCHEN REFRIGERATOR w/Ice Maker

INCLUDED: All components and parts, including integral freezer unit.

**EXCLUDED: 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 and handles – Units moved out of the kitchen –Audio/visual components and internet connection equipment.**

## M. WASHER/DRYER PACKAGE

1. Clothes Washer

INCLUDED: All components and parts.

**EXCLUDED: Plastic mini-tubs – Soap dispensers – Filter screens – Knobs and dials – Damage to clothing – Door seals.**

2. Clothes Dryer

INCLUDED: All components and parts.

**EXCLUDED: Venting - Lint screens - Knobs and dials - Damage to clothing - Door seals.**

## V. ADDITIONAL COVERAGE

The following coverage is included for You in Premier Plus plan or as additional add-on coverage if purchased under Your Plan and begins on Coverage Period Start Date.

### A. AIR CONDITIONING/COOLER (not exceeding 5-ton capacity and designed for residential use) (Included in Premier Plus plan)

INCLUDED: Ducted electric central air conditioning, ducted electric wall air conditioning, geothermal/water source heat pumps, and water evaporative coolers - All components and parts except for geothermal/water source heat pumps, all components and parts that are located within the foundation of the home or attached garage. When SEER standard/R-410A upgrade is purchased, for units below SEER standard and/or R-22 equipment standards and when We are unable to facilitate repair and/or replacement of failed covered equipment at the current SEER rating or with R-22 equipment, repair and/or replacement will be performed with SEER standard/R-410A equipment and/or 2? HSPF or higher compliant.

**EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units – Water towers - Humidifiers - Improperly sized units - Chillers and chiller components - All exterior condensing, cooling and pump pads – Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Outside or underground piping and components for geothermal and/or water source heat pumps - Cost for crane rentals - Electronic, computerized, and manual systems management and zone controllers - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications – Improper use of metering devices (i.e., thermal expansion valves) - We are not responsible for the costs associated with matching dimensions, brand or color made – Except when the optional SEER standard/R-410A modifications coverage is purchased, We will not pay for any modifications, upgrades, or additional work needed to evacuate and/or clean a system of R-22 necessitated by the repair of existing equipment or the installation of new equipment.**

**NOTE: We will pay up to \$10 per pound for the cost for refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.**

PREMIUM COVERAGE INCLUDES: Filters, costs related to Freon recapture, and window units.

### B. PREMIUM COVERAGE UPGRADE (Included in Premier Plus plan)

INCLUDED: This plan adds certain coverage to the heating, cooling, plumbing, and kitchen appliances that are otherwise excluded. Additional applicable coverages are labeled as "Premium Coverage Includes" in the Covered Systems and Components, Additional Coverage and Optional Coverage sections of this Contract.

## VI. OPTIONAL COVERAGE

The following coverages are available at Your option and cover only items specifically labeled as "Included" and are subject to all other provisions, limitations and exclusions in this Contract.

### A. IN GROUND OR BUILT INTO A PATIO OR DECK POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment - If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid - Coverage applies to all above ground components and parts of the heating, pumping and filtration system, including pool sweep motors and timers.

**EXCLUDED:** Lights - Liners - Concrete encased above-ground or underground electrical, plumbing or gas lines - Structural defects - Solar equipment - Jets – Fuel storage tanks - Control panels – Control switches – Computerized Control boards - Built in or detachable cleaning equipment – Ornamental fountains and other waterfall type equipment – Pool cover and related equipment – Booster pump - Disposal filtration medium - Ionizers and Chlorinators – Skimmers – 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.

#### **B. SALT WATER POOL EQUIPMENT (Only available with the purchase of the Pool and/or Spa Coverage)**

**INCLUDED:** Circuit Board and Salt Cell

**EXCLUDED:** Salt

**LIMITATIONS:** We will pay no more than \$1,500 in the aggregate during the Coverage Period.

#### **C. WELL PUMP**

**INCLUDED:** All components and parts of well pump utilized for main dwelling only.

**EXCLUDED:** Well casings - Pressure tanks - Pressure switches - Hoisting or removal - Piping or electrical lines leading to or connecting pressure tank and main dwelling - Holding or storage tanks - Redrilling of wells.

**LIMITATIONS:** We will pay no more than \$1,500 in the aggregate during the Coverage Period.

#### **D. STAND ALONE APPLIANCES**

This coverage is available for each additional stand-alone refrigerator, freezer or ice maker.

**INCLUDED:** All components and parts, including integral freezer unit.

**EXCLUDED:** 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 - Food spoilage - Door seals - Lighting and handles - Audio/visual components and internet connection equipment.

**LIMITATIONS:** We will pay no more than \$1,000 in the aggregate during the Coverage Period for repair or replacement on stand-alone ice maker or stand-alone freezer.

#### **E. SEPTIC TANK PUMPING**

**INCLUDED:** If a stoppage is due to a septic tank back up, then We will pump the septic tank one time during the Coverage Period. Coverage can only become effective if a septic certification was completed within ninety (90) days prior to Contract Start Date. We may require a copy of the certification prior to Service visit.

**EXCLUDED:** 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 - Mechanical pumps and/or systems.

#### **F. ORANGEPLUS UPGRADE**

**INCLUDED:** – Water softeners - Increases toilet replacement of similar quality up to \$600 in the aggregate – Increases professional series appliances coverage (as further set forth in Section VII(J)) to \$2,000 in the aggregate - Removal of all defective equipment that is replaced by Us under the terms of this Contract. This plan also includes coverage of building code violations up to \$250 in the aggregate per Coverage Period as well as coverage of permits up to \$250 per occurrence in relation to a heating, electrical or plumbing service call if necessary to affect repair or replacement. Re-Key up to six (6) locks (including deadbolts) inside the main confines of Your home or attached garage or unattached garage with up to four (4) new keys.

**EXCLUDED:** (For Re-Key Service Only): Door handles – Door knobs – Doors – Locks.

**LIMITATIONS:** All water softener components and parts, excluding leased or rented units, up to an aggregate of \$500 during the Coverage Period.

#### **G. SEPTIC SYSTEM (Per Tank)/SEWAGE EJECTOR PUMP**

**INCLUDED:** Aerobic pump, jet pump, sewage ejector pump, septic tank and line from house to tank.

**EXCLUDED:** Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, cleanout, pumping (except if purchased under separate option), seepage pits.

**LIMITATIONS:** We will pay no more than \$500 in the aggregate during the Coverage Period.

#### **H. SEER STANDARD/R-410A MODIFICATIONS**

**INCLUDED:** If government regulations prevent Us from repairing or replacing a covered air conditioning system, or heating system with similar efficiency or capacity, and We provide an upgraded unit pursuant to Section IV(A) or V(A) of this Contract, then We will also pay for up to \$500 in the aggregate during the Coverage Period for modifications or upgrades to valves, line sets, evaporator coils, pads, stands, plumbing, flues, additional costs associated with evacuating and cleaning the system of all R-22 and crane charges required to complete the replacement installation of the heating or air conditioning system.

**EXCLUDED:** Permits, cleaning, disposal or ductwork testing and/or sealing.

## **VII. LIMITATIONS AND EXCLUSIONS**

**A. All services, components, and systems not specifically identified as "Included" in this Contract are hereby excluded even if not specifically identified.**

**B. THE COVERAGE PERIOD IS EFFECTIVE THIRTY (30) DAYS FOLLOWING INITIAL PAYMENT AND CONTRACT START DATE. 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.**

**C. 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. We will pay no more than \$1,000 in the aggregate during the Coverage Period for Services on any Covered Systems and Components that are concrete encased or otherwise inaccessible or obstructed, subject to all other applicable limitations set forth in this Contract.**

**D. At times it is necessary to open walls or ceilings to make repairs. The Authorized Repair Technician obtained by Us will close the opening, and return to a rough finish condition, subject to the monetary limits of any Service or Covered System and Component. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or other surfaces. Similarly, We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.**

**E. Electronic or computerized energy management or lighting and appliance management systems are excluded.**

**F. Services do not include the identification, detection, abatement, encapsulation, or removal of asbestos, radon, gas, mold, or other hazardous substances. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated, or removed, or it is determined that no hazard exists (as the case may require). 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. To protect against the potential hazards of lead-based paint, the U.S. Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the Authorized Repair Technician to cut into Your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations, which may require an extension of time and/or costs to complete the work.**

**G. We are not responsible for consequential or secondary damage. This includes but is not limited to, repair of conditions caused by chemical or sedimentary build up, insect infestation, mold, mildew, or bacterial manifestations, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, theft, intentional acts, riot, lightning, mud, earthquake, soil movement or soil 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.**

**H. 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 THE EQUIPMENT TO THE EXTENT SUCH MAY BE DISCLAIMED BY LAW, AND YOU EXPRESSLY WAIVE THE RIGHT TO ALL SUCH DAMAGES.**

**I. WE HAVE THE SOLE RIGHT TO DETERMINE WHETHER A COVERED APPLIANCE, SYSTEM, OR COMPONENT 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, LIMITATIONS, AND EXCLUSIONS IN 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 UPGRADE OR MATCHING COLOR OR BRAND. FOR THE FIRST THIRTY (30) DAYS OF YOUR COVERAGE PERIOD, WE ARE NOT LIABLE FOR**

**REPLACEMENT OF ENTIRE SYSTEMS OR APPLIANCES DUE TO OBSOLETE, DISCONTINUED, 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.**

**J. We are not liable for repairs related to adequacy or capacity of appliances, components, and systems in the home; improper installation, design, or previous repair of appliances, components and systems; and problems or failures subject to a manufacturer's recall. Unless the optional coverage for such is purchased, We are not liable for repairs related to costs of construction, carpentry, or other incidental costs associated with the alterations, modifications, or upgrades of all appliances, components, or installation of different equipment and/or systems. Also, 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 and/or part including but not limited to SEER standard, R-410A and/or 7.7 HSPF equipment or higher compliant as well as any other efficiency mandated by federal, state, or local governments.**

**K. We are not liable for the repair or replacement of commercial grade equipment, systems, or appliances. We shall pay no more than \$1,000 (\$2,000 when OrangePlus option is purchased) in the aggregate during the Coverage Period for professional series or similar appliances, including but not limited to, brand names such as Sub Zero, Viking, Bosch, JENN-AIR, GE Monogram, Thermador, etc., subject to all other provisions, limitations, and exclusions in this Contract.**

**L. We reserve the right to require a second opinion, at Our own cost.**

**M. We are not liable for normal or routine maintenance. You are responsible for performing normal and routine maintenance. For example, You are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement. We will not be responsible for repairs of systems or components while still under manufacturer's or distributor's warranties. Our responsibilities will be secondary to any manufacturer or supplier warranty or other extended or in-home warranties or service contracts that exist for the included systems, components and appliances.**

**N. Except as otherwise provided under OrangePlus upgrade coverage, We are not responsible for removal and hauling away of old equipment or appliances. Where available, You may choose to pay an additional fee to the service vendor for removal and/or disposal of an old system, component, or appliance.**

**O. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost, which may be less than retail, to repair or replace any covered system, component, or appliance.**

**P. We will not pay for the repair or replacement of any covered systems or appliances if they are inoperable as a result of pre-existing conditions, deficiencies, or defects.**

**Q. Your sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$5,000 per covered item or \$15,000 in the aggregate during the Coverage Period.**

**R. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS**

**1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations (except when applicable optional coverage is purchased), nor will We contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits, except when optional coverage for such is purchased.**

**2 When it is required to maintain compatibility with equipment manufactured to be the SEER standard, R-410A and/or 7.7 HSPF equipment or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.**

## VIII. MISCELLANEOUS PROVISIONS

**A. DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL; GOVERNING LAW; FAILURE TO ENFORCE NOT WAIVER; FORCE MAJEURE**

1. It is the intent of both parties to resolve any disputes through negotiation between You and Us. The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this Contract. Either party may initiate negotiations by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. The parties will respond to any initial and subsequent requests in a timely and complete manner.

2. The parties further agree that in the event any dispute between them relating to this Contract is not otherwise resolved, exclusive jurisdiction shall be in the trial courts located within the jurisdiction in which the Covered Property is located, any objections as to jurisdiction or venue in such court being 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.

**5. ANY LEGAL OR JUDICIAL PROCEEDING COMMENCED BY OR ON BEHALF OF YOU UNDER THIS CONTRACT (INCLUDING THE ASSERTION BY YOU OF ANY COUNTERCLAIM, REGARDLESS OF WHETHER THE UNDERLYING PROCEEDING IN WHICH SUCH COUNTERCLAIM IS BEING ASSERTED WAS COMMENCED BY OR ON BEHALF OF PLAINTIFF) WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ACTIONS, COLLECTIVE ACTIONS AND OTHER SIMILAR REPRESENTATIVE PROCEEDINGS OF ANY KIND OR NATURE (WHETHER PURSUED THROUGH THE COURTS, THROUGH ARBITRATION OR THROUGH ANY OTHER JUDICIAL FORUM) ARE NOT PERMITTED. BY ENTERING INTO THIS CONTRACT YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US OR OUR AFFILIATES ONLY IN YOUR INDIVIDUAL CAPACITY, AND MAY NOT 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 any requirement at any time.

7. We will make commercially reasonable efforts to fulfill Our obligations under this Contract. Certain causes and events that are out of Our reasonable control ("Force Majeure Events") may result in Our inability to perform under this Contract. If We 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 or for damages caused by any Force Majeure Event. Force Majeure Events include, but are 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 authority, 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. ASSIGNMENT & TRANSFER OF CONTRACT & RENEWALS**

1. If the Covered Property is sold during the term of this Contract You may transfer this Contract to the new owner. In order to transfer coverage to the new owner of the Covered Property, You must notify Us of the change in ownership and provide the name of the owner. To start the transfer process please phone 1-800-496-7116. A copy of the Contract is available upon request.

2. We may assign this Contract, in whole or part, or any of Our rights and obligations hereunder without Your consent, to the fullest extent allowed by law. Upon such assignment, You agree that We shall have no further obligation to You. Except as set forth above, this Contract is not assignable by You without Our prior written consent.

3. This Contract will automatically renew at the conclusion of the first Coverage Period unless otherwise noted. You will be notified of any changes to the prevailing rate and terms for renewal at least thirty (30) days prior to auto-renewal.

**C. MULTIPLE UNITS AND INVESTMENT PROPERTY**

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

2. If this Contract is for a unit within a multiple unit of five (5) or more, then only items

contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

3. Except as otherwise provided in this section, common systems and appliances are excluded.

4. Residential investment properties used as short term rentals (daily/weekly/monthly rentals) are excluded from coverage; the Covered Property must be a primary residence.

#### **D. CANCELLATION**

You may cancel this Contract at any time. If this Contract is cancelled within the first 30 days from the Contract Start Date and you have not made a claim, You are entitled to a full refund of the cost of this Contract. If You cancel this Contract within the first 30 days from the Contract Start Date and a claim has been made or if this Contract is cancelled after 30 days from the Contract Start Date, You will be entitled to a pro rata refund of the total purchase price 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 total purchase price.

**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.

#### **E. Payment and Late Payment**

You agree to have the credit card, debit card, or other authorized payment source (the Payment Source") used for Your Plan, kept on file to automatically charge in advance of the first day of each installment billing period following Your initial payment or any installment or for a renewal payment. If Your Payment Source cannot be charged for any reason, and You have not otherwise made the appropriate installment or renewal payment on time, Your coverage will cease from the due date. We have the right, but not the obligation, to accept any late payment and allow Your coverage to continue from the date of late payment.

