

YOUR HOME SERVICE AGREEMENT SHOULD YOU NEED SERVICE



PLEASE READ THIS AGREEMENT CAREFULLY and then place Your claim at www.HWAHomeWarranty.com or by calling 1-888-492-7359.

Have Your Contract Number, make and model of the Covered Item, and Covered Item's complete street address available. You must pay the Service Fee, stated on Your Coverage Details, in advance of any services being scheduled.

A. DEFINITIONS

1. **"Agent"** refers to the real estate agent or representative that is assisting You on the purchase or sale of Your home.
2. **"Agreement"** refers to this Home Warranty of America Service Agreement.
3. **"Agreement Fee"** refers to the amount listed as Your "Rate" on Your Coverage Details and the amount You paid for this Agreement.
4. **"Annual Monthly Agreement Fee"** refers to the Agreement Fee for each respective 12-month period beginning on the Order Date or Your coverage effective date [whichever is later].
5. **"Common Systems"** refers to systems or appliances that are utilized by multiple apartments, multiple units, multiple units of townhomes, multiple single-family homes, or multi-family homes.
6. **"Commercial Grade Equipment"** refers to air-conditioners, furnaces, and other systems and appliances not intended for residential sale or residential use.
7. **"Coverage Details"** refers to the page preceding Your Agreement that is headed "Coverage Details" at the top of the page and lists Your name, contract number, covered property address, Agreement Fee, and Service Fee.
8. **"Covered Item"** refers to each numbered item listed in Sections D1 to D14, and when an applicable fee is paid, as modified by Sections D15 and D16; and Sections E1 to E19, if applicable. Some Covered Items require payment of additional fees. See Your Coverage Details for a list of Covered Items included in Your policy.
9. **"Fixed-Term Plan"** refers to a plan with a fixed term of 1 year or greater.
10. **"Home Buyer"** refers to a purchaser of a home which would be the subject of coverage under this Agreement.
11. **"Home Seller"** refers to a seller of a home which a would be the subject of coverage under this Agreement.
12. **"Monthly Plan"** refers to a plan with a monthly recurring term of coverage.
13. **"Order Date"** refers to the date that You submitted Your Agreement Fee for processing by Us.
14. **"Primary Purpose"** refers to a Covered Item's primary operating function. An example of a failure that does not affect the primary operating function is a failed light bulb or ice maker in a refrigerator.
15. **"Replace" or "Replacement"** of a Covered Item means for clothes dryer, clothes washer, built-in microwave, oven/range/cooktop, dishwasher, refrigerator, and garbage disposal, We are responsible only for replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. For all other Covered Items, We will replace with builder's standard grade equipment that is the basic option that typically comes in standard sizes, colors, and standard configurations designed to fit most homes. We shall not be responsible for costs of equipment or labor in excess of builder's standard grade equipment.
16. **"Service Costs"** refer to any costs incurred by Us for access, diagnosis, repair and/or Replacement during the term of Your Fixed-Term Plan or, in the case of Monthly

Plans, each respective 12-month period beginning on the Order Date or Your coverage effective date (whichever is later).

17. **“Service Fee”** refers to the amount You will have to pay to a Service Provider when You make a request for service.
18. **“Service Provider”** refers to a qualified service contractor within Our network that completes work under this Agreement. Service Providers are third parties, not employees of Ours.
19. **“You” or “Your”** refers to the Agreement holder(s).

“We,” “Us” and “Our”, throughout this Agreement, refer to American Global Obligors, Inc., 90 Washington Valley Road, Bedminster, NJ 07102, the Obligor of this Agreement, except in Alabama, Arizona, Arkansas, Florida, 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 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, 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., dba Home Warranty Administrators [HWA-TX]. In Utah, the company obligated under this Agreement is Home Warranty Administrator of Utah, Inc. [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, the company obligated under this Agreement is Home Service Club of Washington Corp. [HWA-WA]. 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 and HAS-WA are located at 305 Broadway, 7th Floor, New York, NY 10007. Warranty Administration Services, Inc., 90 Washington Valley Road, Bedminster, NJ 07921 (WASI) is the administrator of this Agreement. Our obligations under this Agreement are backed by the full faith and credit of the Obligor. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer.

B. CUSTOMER SERVICE

1. You or Your Agent must request service as soon as the malfunction is discovered and prior to the expiration of Your Agreement term.
2. Upon request for service, We will begin contacting Service Provider(s) within 4 hours. You will receive the name, phone number, appointment date and time upon acceptance of the request by a Service Provider. In some circumstances, it could take more than 48 hours for a Service Provider to accept the request.
3. We will not reimburse for services performed without prior approval.
4. You will pay a Service Fee for each Covered Item service request You submit to Us.
5. If work performed under this Agreement should fail within 30 days, We will correct the failure without a Service Fee.
6. We have the sole right to select the Service Provider.

C. COVERAGE TIME & PAYMENT

During the coverage period, Our sole responsibility will be to arrange for a qualified Service Provider to repair or Replace, at Our option and expense, items listed as “covered” and not for items listed as “excluded” in accordance with the terms and conditions of this Agreement. It is important to review this Agreement in its entirety. Capitalized terms, not otherwise defined, are defined in [Section A](#).

1. The term Your Agreement is in effect, Your Agreement Fee, Your Service Fee, and Your equipment, systems, and appliances covered under this Agreement, are set forth in Your Coverage Details. Additional costs may apply in accordance with other sections of this contract.
2. All systems (a) must become inoperative due to normal wear and tear; (b) with the exception of pool/spa, well pump, septic tank pumping, irrigation system, external water line, external sewer, septic line, outdoor kitchen and air conditioner, must be located inside the main foundation or detached garage; (c) except as specifically described for Home Buyer’s coverage, must be in proper working order on the effective date of this home warranty Agreement.
3. This Agreement covers occupied homes under 5,000 square feet unless additional fees are paid.
4. Except for Home Buyer’s coverage - which provides coverage for unknown/ undetectable pre-existing conditions so long as the malfunction could not, or would not, have been detected by a visual inspection or simple mechanical tests - known or unknown pre-existing conditions are not covered.
5. Home Buyer’s Coverage: Home Buyer’s coverage under this Agreement is only available to a Home Buyer, not a Home Seller. Home Buyer’s coverage is effective upon close of sale for the term set forth in Your Coverage Details. The Agreement Fee must be received no later than 14 days after close of sale. If You take possession prior to close of sale (or obtain possession through rental or lease agreement), the Agreement Fee is due upon occupancy and coverage will begin as of the date of occupancy upon Our receipt of the Agreement Fee. You may only add optional coverage within 30 days of the close of sale.
6. Home Seller’s Coverage: Home Seller’s coverage is available only in conjunction with the purchase of coverage for a Home Buyer and is limited to \$3,000 in the aggregate during the Agreement term. Coverage becomes effective on the day We receive the Home Seller coverage application, and continues until the expiration of; the initial home listing period, up to a maximum of 180 days; close of sale; or listing termination, whichever occurs first. Requests to extend Home Seller’s coverage beyond the initial 180-day listing period, may be granted or denied at Our sole discretion. Optional Coverage for Air Conditioning/Heating/Ductwork, external water line, external sewer and septic line may only be added or removed within 24 hours of Your Order Date.

7. Homes Not Going Through a Real Estate Transaction: Coverage starts 30 days after receipt of Agreement Fee. Your coverage may begin before 30 days if We receive proof of prior coverage showing no lapse, through another carrier.
8. For the initial purchase of an annual plan, the 12-month annual term is extended to 13-months and all references herein to a 12-month period are, accordingly, extended to 13-months for such initial 13-month period only.

D. HOMEOWNER'S COVERAGE

With the exception of Air Conditioning/Heating/Ductwork, Ceiling Fan/Exhaust Fan/Attic Fan, and Garage Door Opener, coverage is for no more than 1 Covered Item unless additional fees are paid.

GOLD COVERAGE

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

1. Built-in Microwave

- ✓ Covered - All components and parts.

2. Dishwasher (built-in only)

- ✓ Covered - All components and parts.

3. Garbage Disposal

- ✓ Covered - All components and parts.

4. Range/Oven/Cooktop

- ✓ Covered - All components and parts.

5. Trash Compactor

- ✓ Covered - All components and parts. **We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.**
EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): lock and key assemblies, buckets.

6. Plumbing System/Stoppage/Sump Pump

- ✓ Covered - Leaks and breaks of water, drain, gas, waste, or vent lines. Clearing of sink, bathtub, shower, and toilet stoppages, mainline drain and sewer stoppages, lateral drain line stoppages, provided that all such stoppages are within 125 feet from access point including accessible cleanout, p-trap, drain or overflow access points. Built-in bathtub whirlpool motor, pump, and air switch assemblies. Angle stops. Risers. Gate valves. Interior hose bibs. Basket strainers. Permanently installed sump pump for ground water in a sump pit/basin.

EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): Stoppages caused by collapsed, damaged or broken drain, vent, or sewer lines outside the home's main foundation. Lines broken, infiltrated, or stopped by roots or foreign objects, even if within the home's main foundation. Toilets, including lids and seats. Bathtubs. Sinks. Showers. Shower enclosures and base pans. Jets. Faucets. Shower heads. Shower arms. Valves for shower or tub and diverter. Ejector/grinder pumps. Exterior hose bibs. Slab leaks. Caulking or grouting. Septic tanks. Water softeners, filtration, or purification systems. Holding or storage tanks. Saunas or steam room equipment. Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts. Access through roof vents. Portable sump pumps. Sump pump backflow preventers and check valves. Failures caused by excessive or inadequate water pressure. Pressure regulators.

7. Water Heater

- ✓ Covered - All components and parts, including tankless water heaters and circulating pumps. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement for Tankless Water Heaters.**

EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): Insulation blankets. Pressure reducing valves. Damage from sediment build-up. Solar water heaters. Solar components. Fuel tanks. Secondary holding or storage tanks. Vents. Flues. Expansion tanks. Energy management systems. Units exceeding 75 gallons.

8. Electrical System

- ✓ Covered - Electrical panels, light switches, electric outlets, direct current wiring, and wiring from the electrical panel to any Covered Item.

EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): Light fixtures. Smoke detectors. Rerunning of new wire for broken wiring. Wire tracing. Doorbells associated with intercom systems and battery-operated doorbells. Video and/or monitors. Circuit overload. Face plates. All components and wiring to or from a solar power system, generator, or an energy management system. Power surge or lightning.

9. Air Conditioning/Heating/Ductwork

- ✓ Covered - All components and parts of the following systems: ducted, central, electric, split and package units, forced air (gas, electric, oil), heat pumps, floor furnace, hot water or steam circulating heat and electric baseboard. Ducts (unless collapsed or clogged) from unit to point of attachment at registers or grills. If Replacing, only the failed components and parts will be upgraded to meet government mandated guidelines. **Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork.**

EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): Valves. Disposable filters. Line dryers and filters. Heat lamps. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost related to refrigerant recapture, reclamation and disposal when required for diagnosis, repair, or Replacement. Cost of cranes to complete an air conditioning/heating repair and or Replacement. Outside or underground piping. All components and parts relating to geothermal, water source heat pumps. Well pump and well pump components for geothermal and/or water source heat pumps. Solar heating systems. Water towers. Chillers and water lines. Refrigerant line sets. Portable units. Fuel storage tanks. Chimneys. Pellet stoves. Cable heat. Wood stoves (even if only source of heating). Insulation. Collapsed/clogged ductwork. Damper motors. Labor, refrigerant, and other costs related to failure of components that are covered under manufacturer's warranty. Legally mandated diagnostic testing when Replacing heating or cooling equipment. Leak testing. We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment including, but not limited to, the required Replacement of air handlers when Replacing condensers, and condensers when Replacing air handlers.

10. Ceiling Fans/Exhaust Fan/Attic Fan

- ✓ Covered - All components and parts.

11. Central Vacuum

- ✓ Covered - All components and parts.

EXCLUDED: Ductwork. Hoses. Blockages. Accessories.

12. Garage Door Opener

- ✓ Covered - All components and parts of the garage door opener.

EXCLUDED (may be modified by purchase of Platinum or Diamond Plan): Hinges. Springs. Remote transmitters. Keypads. Door. Door track assemblies.

13. Burglar and Fire Alarm Systems

- ✓ Covered - All components and parts. **We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.**

EXCLUDED: Wiring or parts located outside the main confines of the home. Batteries, video and/or monitors, sprinkler alarms and systems.

14. Instant Hot Water Dispenser

- ✓ Covered - All components and parts. We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.

15. PLATINUM PLAN – UPGRADE. All coverage included in the Gold Plan plus the following:

Premium Coverage adds certain coverage to the heating, cooling, plumbing, and kitchen appliances, that are otherwise excluded, and other coverage specified below:

1. Kitchen Refrigerator

- ✓ Covered - All components and parts including integral freezer unit.
EXCLUDED: Audio/Visual equipment and internet connection components.

2. Clothes Washer

- ✓ Covered - All components and parts.

3. Clothes Dryer

- ✓ Covered - All components and parts.

4. Re-Key

- ✓ Covered - Re-key of up to 6 locks for standard cylinder door locks and deadbolts. Provide a total of up to 4 copies of the new keys.

EXCLUDED: Non-standard cylinder door locks; Sliding doors; Garage door openers; Replacement of deadbolts, door handles/knobs or associated hardware. Broken or damaged locks. Padlocks. Gate, window, file cabinet, safe, desk or mailbox locks. Doors or any other services provided by locksmith. NOTE: Re-Key service cannot be used in conjunction with a free Service Fee.

5. Garage Door Opener - Enhancement

- ✓ Covered - Hinges. Springs. Remote transmitters. Keypads.

6. Air Conditioning/Heating/Ductwork - Enhancement

- ✓ Covered - Valves. Disposable Filters. Line dryers and filters. Heat lamps. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair and/or Replacement. Labor related to failure of components that are covered under manufacturer's warranty. Cost for use of required cranes to complete a heating repair and/or Replacement. **Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork and \$1,500 for access, diagnosis, and repair or Replacement for any geothermal, water sourced heat pump.**

7. Water Heater - Enhancement

- ✓ Covered - Unlimited units. Insulation blankets. Pressure reducing valves. Damage from sediment build-up. Vents. Flues. Units greater than 75 gallons; provided they are residential water heaters and not commercial.

8. Electrical System - Enhancement

- ✓ Covered - Exterior facing outlet receptacles and panels. Smoke detectors.

9. Plumbing System/Stoppage - Enhancement

- ✓ Covered - Toilets including lids and seats up to \$600 per toilet per 12-month period for access, diagnosis, and repair and/or Replacement. Faucets. Shower heads. Shower arms. Valves for shower or tub, and diverter. Ejector/grinder pumps. Exterior hose bibs. Slab leaks up to \$500 per 12-month period for access, diagnosis, and repair. Internal and external pressure regulators.

10. Trash Compactor - Enhancement

- ✓ Covered - Lock and key assemblies and buckets.

16. DIAMOND PLAN – UPGRADE. All coverage in the Platinum Plan plus the following:

1. Clothes Washer - Enhancement

- ✓ Covered - Unlimited units.

2. Clothes Dryer - Enhancement

- ✓ Covered - Unlimited units.

3. Built-In Microwave - Enhancement

- ✓ Covered - Unlimited units.

4. Dishwasher - Enhancement

- ✓ Covered - Unlimited units.

5. Air Conditioning/Heating System/Ductwork - Enhancement

- ✓ Covered - When Replacement is required for either indoor or outdoor system that requires an upgrade for compatibility of capacity/efficiency in order to ensure system's operational functionality. We will cover the cost of the upgraded system, including labor, up to a maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork. All components and parts relating to geothermal, water source heat pumps. **We will pay no more than \$1,500 per 12-month period for access, diagnosis and repair or Replacement of any geothermal, water source heat pump.**

EXCLUDED: Outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps.

6. Homeowners Insurance Deductible Coverage

- ✓ Covered - Reimbursement of Your homeowners insurance deductible for secondary or consequential damages solely as a result of a covered failure of a Covered Item.

Excluded: Reimbursement of Homeowners Insurance deductible for damages unrelated to a covered failure of a Covered Item not covered under this Agreement. We will pay up to \$1,000 per 12-month period upon receipt of an acceptable proof of Your payment of Your homeowners' insurance deductible for secondary or consequential damages solely as a result of a covered failure of a Covered Item.

7. Other Diamond Enhanced Coverage

- ✓ Covered - When required to render a covered repair or Replacement, we will:
 - Provide up to \$250 per occurrence for required permits.
 - Provide up to \$250 under this Agreement to correct code violations.
 - Provide haul away of a Covered Item when Replacing such Covered Item.
 - Provide up to \$750 under this Agreement to correct an improper installation/repair/modification of a Covered Item to correct any mismatch condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. All other terms and conditions of this Agreement apply. If the improper installation/repair/modification or mismatch condition is also a violation of a code requirement, only the Other Diamond Enhanced Coverage under the second bullet point of this Section D(16) above applies.

E. OPTIONAL COVERAGE

Coverage is for no more than 1 Covered Item unless additional fees are paid. **Unless otherwise indicated in this Section D, We will pay up to \$500 for access, diagnosis and repair and/or Replacement of any optional Covered Item.**

1. Pool and/or SPA Equipment

- ✓ Covered - Above ground components and parts of the heating, pumping, and filtration system including pool sweep motor and pump, pump motor, blower motor and

timer, plumbing pipes and wiring, plumbing, and electrical. Both pool and built-in spa equipment are covered if they utilize common equipment (if they do not utilize common equipment, then only the pool is covered unless an additional fee is paid). **We will pay up to \$1,500 for access, diagnosis and repair and/or Replacement.**

EXCLUDED: Portable pools or spas. Solar equipment. Grids. Cartridges. Lights. Liners. Jets. Ornamental fountains, waterfalls, and their pumping systems. Auxiliary pumps. Pool covers and related equipment. Fill line and fill valves. Built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers. Fuel storage tanks. Disposable filtration mediums. Heat pumps. Multi-media centers.

2. Well Pump

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

EXCLUDED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing. Well casings. Pressure switches not located on the pump. Holding, storage or pressure tanks. Booster pumps. Redrilling of wells. Well pump and all well pump components for geothermal and/or water source heat pumps.

3. Limited Roof Leak

- ✓ Covered - Repair of shake, shingle, and composition roof leaks over the occupied living area. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement and if roof must be partially or completely replaced to effect repair, this coverage does not apply.**

EXCLUDED: Porches. Patios. Cracked and/or missing material. Foam roofs. Tar, gravel, tile or metal roofs. Cemwood or Permatek shakes. Masonite shingles. Flat or built-up roofs. Structural leaks adjacent to or caused by appendages of any kind. Downspouts. Flashing. Gutters. Skylights. Decks. Patio covers. Solar equipment. Roof jacks. Antennae. Satellite components. Chimneys. Partial roof replacement.

4. Stand Alone Freezer/Additional Refrigerator

- ✓ Covered - All components and parts, including integral freezer unit. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

EXCLUDED: Audio/Visual equipment and internet connection components. Ice maker and all components of ice and/or water dispenser.

5. Septic Tank Pumping/Septic System

- ✓ Covered - Tank Pumping: Main line stoppages/clogs. If a stoppage is due to a septic tank back-up into the home, We will pump the septic tank one time during each 12-month period starting from the start date of Your original Agreement. **We will pay up to \$300 per 12-month period for access, diagnosis and pumping.**
- ✓ Covered - Septic System: Sewage ejector pump. Control box. Jet pump. Aerobic pump. **We will pay up to \$500 per 12-month period for access, diagnosis and repair and/or Replacement.**

EXCLUDED: Leach lines. Field lines. Lateral lines. Tile fields and leach beds. Insufficient capacity. Clean out. Pumping.

6. Irrigation System

- ✓ Covered - Control box. Outside or underground piping. Sprinkler heads.

7. Water Softener

- ✓ Covered - All components and parts.

EXCLUDED: Leased or rented units. All treatment, purification, odor control, iron filtration components and systems. Discharge drywells. Resin bed replacement. Salt. Replacement of filters, water filters, pre-filters, filter components. Replacement membranes.

8. Beverage/Wine Refrigerator

- ✓ Covered - All components and parts. We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.

9. Stand Alone Ice maker

- ✓ Covered - All components and parts, including integral freezer unit. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

10. Geothermal/Water Sourced Heat Pumps

- ✓ Covered - All components and parts relating to geothermal, water source heat pumps. **We will pay no more than \$1,500 per 12-month period for access, diagnosis and repair or Replacement of any geothermal, water source heat pump.**

EXCLUDED: outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps.

11. Smart Home

- ✓ Covered - Replacement of one of each of the following per contract year: Smart and/ or Wi-Fi enabled switch, outlet, thermostat, door lock, doorbell, or garage door opener. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or Replacement.**

EXCLUDED: Smart and/or Wi-Fi enabled router and/or home hub.

12. Outdoor Kitchen

- ✓ Covered - Components that affect the primary functional operation of the following outdoor kitchen elements: Ceiling fan. Outdoor refrigerator. Dishwasher. Electrical wiring and outlets. Garbage disposal. Faucets. Plumbing water, drain, or gas lines [except caused by freezing]. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

EXCLUDED: All failures caused by freezing.

13. Guest House/In-Law Suite

- ✓ Covered - All components and parts of 1 of each of the following: Clothes Dryer. Clothes Washer. Built-In-Microwave. Oven/Range/Cooktop. Dishwasher. Garbage Disposal. Kitchen Refrigerator. Ceiling Fan. Bathroom Fan. Attic Fan. **For each Covered Item located in the covered unit, We will pay up to \$1,500 for access, diagnosis, and repair and/or Replacement.**

EXCLUDED: Audio/Visual equipment and internet connection components.

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

- ✓ Covered - 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. **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, AND TREATMENT IS PROVIDED, WE WILL REIMBURSE YOU FOR THE COSTS OF ANY COVERED AMOUNTS THAT EXCEED \$200 UP TO \$500.**

EXCLUDED: 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.

15. External Water Line Repair

- ✓ Covered - 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/pit less adapter] up to the inlet side of the water meter or shut-off valve of Your Home. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or replacement.**

EXCLUDED: Relocating any water meter at the time of repair. Clogs or blockage of Your external water line. Pressure switches, meter vaults, shared or branch lines, storage or pressure tanks, and 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 or updates to non-leaking portion of Your external water line to meet requirements of applicable law. Movement or repair of buried wells 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 Your home's foundation or slab to access Your external water line. Thawing any frozen section of the external water line. Repairs to public sidewalks, streets, or landscaping.

16. External Sewer & Septic Line Repair

- ✓ Covered - Leaks, blocks or breaks due to normal wear and tear or tree roots of the portion of the sewer 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 Your Home at the foundation. We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or replacement.

EXCLUDED: 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. 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. Repairs to public sidewalks, streets, or landscaping.

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

- ✓ Covered – One-time treatment for infestation of roaches, ants, silverfish, black widow spiders, earwigs, brown recluse spiders, millipedes, centipedes, mice, crickets, ground beetles, pillbugs, sowbugs, and clover mites.

EXCLUDED: Fire, pharaoh and carpenter variety ants, termites, fungus, wood boring beetles, rats, flying insects, fleas, ticks, bees, wasps, hornets, and any other pest not specifically listed as Covered.

18. Premium Appliance Upgrade

- ✓ Covered – The reduced limitations on professional series or like appliances set forth in Section G(17) shall not apply to purchasers of this Premium Appliance Upgrade; provided that each professional series or like appliances remain subject to the \$5,000 limit set forth in Section G(1).

F. MULTIPLE UNIT INVESTMENT PROPERTIES

1. No coverage is allowed for separate in-law/guest suite, duplex, triplex, or fourplex dwellings, unless the particular unit within such dwelling is covered by this Agreement with applicable optional coverage for coverage to apply to Common Systems.
2. If this Agreement is for a particular unit within a multiple unit dwelling with 5 or more units, then only items contained within the confines of Your individual unit are covered. Common Systems are excluded.
3. Except as otherwise provided in this section, Common Systems are excluded.

G. LIMITS OF LIABILITY

1. Except where lower limits apply, Our maximum liability is \$5,000 per 12-month period starting from the start date of Your original Agreement for each Covered Item for access, diagnosis, and repair or Replacement. Coverage limit applies in the aggregate when multiple items are listed in the same numbered section. **ADDITIONAL LIMITATION FOR HOME SELLER'S COVERAGE:** Notwithstanding the foregoing, You agree that, in no event, will Our liability exceed \$3,000 in the aggregate for Home Seller's coverage during the applicable coverage period.
2. Subject to Section G(1), We will pay up to \$500 to provide access to Covered Items through roofs, unobstructed walls, ceilings or floors, concrete covered, embedded, encased or otherwise inaccessible Covered Items. We will return the access opening to a rough finish condition, subject to the \$500 limit. We are not liable for service involving hazardous or toxic materials such as mold, lead paint, or asbestos. Except as specifically described in the Platinum Plan Upgrade under Section D(15) for purchasers of the Platinum or Diamond Plan, We are not liable for the costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal.
3. We reserve the right to offer cash or cash equivalent in lieu of repair or Replacement in the amount of Our available wholesale cost (which is less than retail) to repair or Replace any Covered Item. Cash or cash equivalent offered in lieu of repair or Replacement does not include the cost of shipping, tax, or installation. When cash or cash equivalent is issued to Replace a Covered Item, You may not make subsequent claims on such Covered Item for 1 year from the date of issue.
4. We reserve the right to obtain a second opinion at Our expense.
5. Except during the 12 calendar months following the closing date of a real estate transaction, We will not pay for repairs or failures of a Covered Item that results from Your failure to perform normal or routine maintenance. This Agreement does not cover cosmetic defects or malfunction due to misuse, abuse, neglect, or physical damage, accidents, fire, freezing, water damage, electrical failure, or surge, or excessive or inadequate water pressure.
6. If parts required to repair a Covered Item are not reasonably available, and the Covered Item continues to perform its Primary Purpose, we will not repair or Replace the Covered Item, such as a failed ice-maker where parts are unavailable in a working refrigerator.
7. Except as specifically described in Section D(16) for purchasers of the Diamond Plan, We are not responsible for upgrades, modifications, components, parts, or equipment required to complete a repair or Replacement of a Covered Item due to incompatibility with existing equipment including, but not limited to, differences in technology, chemical and refrigerant requirements, or efficiency as mandated by federal, state, or local governments. We will disclose the cost of such non-covered charges, in aggregate, but will not itemize such charges.
8. We are not responsible for any repair, Replacement, installation, or modification of: 1) any Covered Item arising from a manufacturer's recall or defect of said Covered Items; 2) except for labor cost on appliances and as specifically described in the Platinum Plan Upgrade under Section D(15) for purchasers of the Platinum or Diamond Plan, any Covered Item while still under an existing manufacturer's or distributor's warranty; or 3) any Covered Item lacking a visible model or serial number.
9. Except as specifically described in the Diamond Plan Upgrade under Section D(16) for purchasers of the Diamond Plan, We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.
10. Except as specifically described in the Diamond Plan Upgrade under Section D(16) for purchasers of the Diamond Plan, We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.
11. Except as specifically described in the Diamond Plan Upgrade under Section D(16) for purchasers of the Diamond Plan, We are not responsible for the cost to obtain permits.

12. We are not responsible for electronic or computerized energy management, lighting and appliance management systems, or solar systems and solar equipment.
13. Except as specifically described in the Diamond Plan Upgrade under Section D [16] for purchasers of the Diamond Plan, We are not responsible for the cost to dispose of a Covered Item or one of its components.
14. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for damages caused by the Service Provider, including, but not limited to, consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages.
15. We are not liable for: any failure to obtain timely service or delays in obtaining parts, equipment, or for delays due to conditions beyond Our control, including, but not limited to, labor difficulties, strikes, riots, pandemic, war, acts of war, fire, floods, embargoes, insurrections, or acts of god.
16. You hereby waive all rights to claim attorneys' fees, indirect, punitive, incidental, consequential, and/or multiplied or otherwise increased damages, and any other damages, other than for actual out-of-pocket expenses.
17. Coverage is not for commercial property or residences used as businesses, or for the repair or Replacement of Commercial Grade Equipment. Except for purchasers of the optional Premium Appliance Upgrade, which shall be subject to the limits set forth in Section E [18], We shall pay no more than \$2,000 in aggregate per system for professional series or like appliances such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, Monogram, Thermador, etc.
18. If coverage is denied, and You seek to have Us review that denial, We have the right to request routine maintenance records and/or home inspection reports in reviewing Our decision.

H. TRANSFER OF AGREEMENT AND RENEWALS

1. YOU MAY TRANSFER THIS AGREEMENT AT ANY TIME WITHOUT ADDITIONAL COST.
2. UNLESS YOU CANCEL THIS AGREEMENT, YOU WILL AUTOMATICALLY BE RENEWED TO A MONTHLY PLAN AT THE END OF YOUR AGREEMENT TERM AT YOUR CURRENT COVERAGE LEVEL. FOR FIXED TERM PLANS, WE WILL NOTIFY YOU, IN WRITING, AT LEAST 30 DAYS (OR SUCH OTHER TIME PERIOD REQUIRED BY LAW) PRIOR TO THE END OF YOUR AGREEMENT TERM WITH THE RATE AND TERMS FOR THE AUTOMATIC RENEWAL.
3. FOR MONTHLY PLANS, YOU WILL BE AUTOMATICALLY RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AND AT YOUR CURRENT RATE. WE WILL NOTIFY YOU, IN WRITING, AT LEAST 30 DAYS (OR SUCH OTHER TIME REQUIRED BY LAW) PRIOR TO ANY CHANGE IN RATE OR TERMS OF YOUR MONTHLY PLAN.

I. CANCELLATION (See Section L For State Specific Details)

1. This Agreement may be cancelled by Us for:
 - a. nonpayment of Agreement Fee by You;
 - b. nonpayment of Service Fee by You;
 - c. fraud or misrepresentation by You of facts material to the issuance of this Agreement; or
 - d. mutual agreement of Us and You.
2. You may cancel this Agreement at any time for any reason.
 - a. If You cancel within the first 30 days of the Order Date, We will refund the paid Agreement Fee less any Service Costs incurred by Us (unless prohibited by law).
 - b. If You cancel at any time after the first 30 days from the Order Date, We will pay You a pro rata refund of Your paid Agreement Fee for the unexpired term at

the end of the month of which You cancelled less any Service Costs incurred by Us (unless prohibited by law). If Our Service Costs are greater than the prorated refund, You shall pay us the lesser of the difference between (A) Our Service Costs; and (B) any unpaid Agreement Fees or unpaid Annual Monthly Agreement Fees.

- c. In addition, You shall be responsible for an administrative fee of the lesser of \$50, or such amount as is permitted by law.
3. To cancel Your Coverage, contact us at 1-888-492-7359 or visit your customer portal at <https://my.hwahomewarranty.com/accountservices>.

J. RESOLUTION OF DISPUTES (See Section L For State Specific Details)

1. **BINDING ARBITRATION:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time of the filing. Arbitration will be documents only/desk arbitration. Copies of the AAA Rules and forms can be located at www.adr.org. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Neither party shall sue the other party in any court other than as provided herein for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.” **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION.**
2. **CLASS ACTION WAIVER:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**
3. **SMALL CLAIMS COURT EXCEPTION:** This Section J constitutes an agreement to arbitrate disputes on an individual basis. However, any party may bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.
4. **MULTIPLE AGREEMENTS:** In the event that You have multiple Agreements with Us, You must file 1 arbitration per Agreement. You hereby waive any right to bring 1 arbitration that covers multiple Agreements.

K. CONTRACT TERMS

1. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.
2. We offer service agreements which are not warranties.
3. This is not a contract of insurance.
4. Terms may vary in different states (see Section L for state specific details).

L. STATE SPECIFIC CANCELLATION PROVISIONS AND NOTICES

1. Cancellation
 - a. Alabama, Arkansas, 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 described in Section L(1)(a), We may retain an administrative fee of up to \$25 for issuance of this Agreement.
 - c. Arizona Residents: The administrative fee permitted under Section I(2)(b) will not exceed the lesser of \$50 or 10% of the gross amount which You paid for this Agreement.
 - d. [Intentionally omitted]
 - e. Hawaii Residents: Your right to cancel this Agreement and receive a full refund under Section I(2)(a) is not transferable and applies only to the original Agreement purchaser.
 - f. Iowa Residents: The administrative fee permitted under Section I(2)(b) will not exceed 10% of the gross amount which You paid for this Agreement. In the event of mutual agreement of cancellation under Section I(1)(d), We shall mail a written notice of termination to You at least fifteen days before the date of the termination.
 - g. 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.

- h. Oklahoma Residents: In the event You cancel this Agreement, return of the Agreement Fee will be based upon 90% of the unearned pro rata Agreement Fee less the actual cost of any service provided under this Agreement. In the event We cancel this Agreement, return of Agreement Fee will be based upon 100% of unearned pro rata Agreement Fee less the actual cost of any service provided under this Agreement.
- i. 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.
- j. 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: (1) an administrative fee of up to \$50 (where permitted by law); and (2) any Service Costs that were incurred by Us.
- k. 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.
- l. 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.
- m. Wisconsin Residents: Your right to cancel this Agreement and receive a full refund under Section I(2)(a) as modified by Section L(1)(a) is not transferable and applies only to the original Agreement purchaser. The administrative fee permitted under Section I(2)(b) 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.

- n. Wyoming Residents: Your right to cancel this Agreement and receive a full refund under Section I(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.

2. Arbitration and Dispute Resolution

- a. Alabama Residents: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ["Claim"], arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by 1 arbitrator through binding arbitration administered by the American Arbitration Association ["AAA"] in the state of Alabama, under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ["AAA Rules"]. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section J(3) of this Agreement.
- b. Arizona Residents: Arbitration under Section J(2) of this Agreement will not be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does 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.
- c. [intentionally omitted]
- d. Oklahoma Residents: This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.
- e. Texas Residents: **NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.**

- f. **Utah Residents: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.**
- g. **Wisconsin Residents:** Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us in advance of Your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ["Claim"], arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by 1 arbitrator through binding arbitration administered by the American Arbitration Association ["AAA"], under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ["AAA Rules"].. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. You may elect to have any arbitration under this Agreement held in the state of Wisconsin or within the jurisdiction in which the covered property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section J[3] of this Agreement.
- h. **Wyoming Residents:** At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming, any legal proceedings under this Agreement will be held in the State of Wyoming.

3. 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.
- b. [intentionally omitted]
- c. **Iowa Residents:** Our obligations under this Agreement are backed by the full faith and credit of the Obligor and are not guaranteed under a reimbursement insurance policy. 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. To file a claim call 1-888-492-7359 or visit Your customer portal at <https://my.hwahomewarranty.com/login/>. If we are unable to locate a technician within a reasonable amount of time, We may offer and You may request permission to use Your own technician. The request must be approved and Your technician must submit a detailed diagnosis for a coverage evaluation by Us.

- d. Kentucky Residents: We maintain a performance bond issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094 (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. Oklahoma Residents: We are licensed as a home service contract provider in Oklahoma under License No. 512409500. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event that this Agreement is a Monthly Plan, this Agreement will not expire while a Covered Item is being repaired for a covered service. You must notify Us of a request for service to be performed under this Agreement as soon as the problem is discovered. We will accept requests for service 24 hours a day, 7 days a week, 365 days a year. **For prior approval for services to be performed under this Agreement, please contact Us toll-free at 1-888-492-7359.** In order for the request for service to be covered, notice must be given to Us prior to expiration of this Agreement. Under normal circumstances, We will dispatch requests for services to a Service Provider within 48 hours. If You request non-emergency service outside of Service Providers' 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 what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (generally breakdowns to Covered Items 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 dwelling otherwise uninhabitable). We have the sole and absolute right to select the Service Provider to perform the service. We will not reimburse for any services performed without Our prior approval.
- h. 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.**
- i. 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 1-888-492-7359.** We also may be contacted by email at info@homewarrantyadministrators.com. 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 1-888-492-7359 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.

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