

CHOICE



Home Warranty



 Covers All Your Major Systems!

 Award-Winning Coverage

 Low \$75 Service Call Fee

 Discounts on Multi-Year Pricing

 24/7 Claims Service

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America's Choice In Home Warranty

Rated By The Ones Who Matter Most To Us, Our Customers



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Available Coverage for Buyers

	Single-Family Home (under 5,000 sq. ft.)		Choice Ultimate*		Choice Plus		Choice Plan	
			Buyer	Seller	Buyer	Seller	Buyer	Seller
SYSTEMS	\$75 Service Call Fee		\$660		\$580		\$450	
	Systems & Appliances							
	Air Conditioning System		•	\$60	•	\$60	•	\$60
	Heating System		•		•		•	
	Ductwork		•		•		•	
	Electrical System		•	•	•	•	•	•
PLUMBING	Garage Door Opener		•	•	•	•	•	•
	Attic, Ceiling & Exhaust Fans		•	•	•	•	•	•
	Plumbing System		•	•	•	•	•	•
	Plumbing Stoppage		•	•	•	•	•	•
	Water Heater (non-commercial)		•	•	•	•	•	•
	Sump Pump (permanently installed)		•	•	•	•	•	•
APPLIANCES	Dishwasher		•	•	•	•	•	•
	Oven/Range/Stove/Cooktop		•	•	•	•	•	•
	Built-In Microwave		•	•	•	•	•	•
	Garbage Disposal		•	•	•	•	•	•
	Trash Compactor		•	•	•	•	•	•
	Re-Key		•	N/A	•	N/A	•	N/A
ULTIMATE PACKAGE	Plumbing Enhancements*		•	•	•	•	N/A	N/A
	Heating & Air Conditioning Enhancements*		•	•	•	•	N/A	N/A
	Permit Fees*		•	•	•	•	N/A	N/A
	Code Violations*		•	•	•	•	N/A	N/A
	Haul Away Services*		•	•	•	•	N/A	N/A
	Professional Appliance Enhancements*		•	•	N/A	N/A	N/A	N/A
OPTIONS (Buyer only)	Improper Installation/Repair/Modifications*		•	•	N/A	N/A	N/A	N/A
	Mismatched Conditions*		•	•	N/A	N/A	N/A	N/A
	Clothes Washer & Dryer		•	•	•	•	\$75	
	Kitchen Refrigerator		•	•	•	•	\$45	
	Limited Roof Leak		•	•	\$100		\$100	
	Water Softener		•	•	\$40		\$40	
	Geothermal Heat Pump		•	•	\$100		\$100	
	Add'l Refrigerator/Stand-alone Freezer		\$40		\$40		\$40	
	Central Vacuum		\$40		\$40		\$40	
	Undercounter Ice Maker		\$40		\$40		\$40	
	Septic System/Pumping		\$150		\$150		\$150	
	Well Pump		\$90		\$90		\$90	
	Pool and/or Spa Equipment		\$190		\$190		\$190	
	Smart Home Option		\$125		\$125		\$125	
	Irrigation System		\$90		\$90		\$90	
	Guest House/In-Law Suite		\$250		\$250		\$250	
	Outdoor Kitchen		\$125		\$125		\$125	
	Homes 5,000 to 7,499 sq. ft.		\$400		\$400		\$400	
	Homes > 7,500 sq. ft.		Call for a Quote		Call for a Quote		Call for a Quote	

* See page 6-8 for a more detailed list of enhancements.



Choice Ultimate Multi-Year Pricing

2 year \$1,110

3 year \$1,590

5 year \$2,500

Condo/Townhome/ Mobile Home Pricing

Choice Plan \$420
Choice Plus \$550
Choice Ultimate \$630

New Construction Pricing

Choice Plan \$450
Choice Plus \$580
Choice Ultimate \$660

*Years 2&3 only – the contract will go into effect 365 days after closing. Options will be charged at normal pricing/year.

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7 days a week

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CHW's Real Estate Buyers Coverage

\$450 Choice Plan (standard coverage)

Includes: Unknown pre-existing conditions, HVAC failed unit upgrade, Electrical & Plumbing systems, Water heaters, Kitchen appliances (except the fridge), Re-key, Garage door openers & more!

\$580 Choice Plus Plan

Includes the Choice Plan and: Clothes washer/dryer, Kit. fridge, and Ultimate Package items such as Garage door remotes/springs/hinges/keypads, Plumbing & HVAC Enhancements, Permit Fees, Code Violation Upgrades, & Haul Away Services.

\$660 Choice Ultimate (top coverage)

Includes the Choice & Choice Plus Plans and: Roof leak, Water softener, Geothermal heat pumps, and all 49 Ultimate Package items such as: Professional appliance enhancements, Failures due to Improper installation/Repair/Modifications, and Mismatched conditions among many others.

All 3 Plans:

GE, LG, & Whirlpool appliance techs service our customers claims for their respective brands!
No aggregate contract dollar limit.
No per pound refrigerant \$ cap on covered a/c repairs and replacements.

Fast Claim Appointments: 50% of claims are scheduled within 60 minutes! (yearly average)

Ultimate Package: (Choice Plus & Ultimate only)

Includes: Slab leaks, Faucets & cartridges, A/C condensate drain pumps & drain pans, Window & Mini split a/c units, Multiple water heaters, exterior facing electrical outlets and 39 others.

HVAC System Compatibility Upgrades: (exclusive to the Choice Ultimate)

Covers cost up to the policy limit to upgrade the working indoor or outdoor unit when replacing the covered failed unit of the two to ensure the system's overall operational functionality.

Unlimited Number of: Water heaters, Clothes washer/dryers, Built-In Microwaves, Oven/Range/Cooktops, and dishwashers with the Choice Ultimate Plan.

\$190 in-ground Pool/Spa: (chlorine or saltwater)

Includes coverage for above ground components and parts of the pool sweep motor & pump, salt cells, filter housings, and the heating, pumping & filtration systems.

Howard Zimmerman
Dallas Sr. Act. Executive since 2004
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CHWPro.com
R.E. Division 888-275-2980

1. Address to be Covered

Street Address _____ Unit # _____ City _____ State _____ Zip _____
 REAL ESTATE COMPANY _____ Phone # _____
 Referring Agent _____ Representing ☐ Buyer ☐ Seller Email _____
 OTHER BROKER COMPANY (if applicable) _____ Phone # _____
 Agent _____ Representing ☐ Buyer ☐ Seller Email _____
 CLOSING COMPANY _____ Closing Officer's Name _____
 Closing Officer's Email _____ Office Phone # _____
 Estimated Close Date _____ File # _____
 BUYER'S Name _____ Phone # _____ Email _____
 SELLER'S Name _____ Phone # _____ Email _____

2. Select Coverage & Options \$75 Service Call Fee – Prices listed are for homes under 5,000 sq. ft.

CHOICE ULTIMATE

Buyer's/Seller's Coverage

Single-Family Home

☐ 1 Year \$660 ☐ 2 Year \$1110
☐ 3 Year \$1590 ☐ 5 Year \$2500

Condo/Townhome/Mobile Home

☐ 1 Year \$630 ☐ 2 Year \$1110
☐ 3 Year \$1590 ☐ 5 Year \$2500

* See page 6-8 for a more detailed list of enhancements

Multiple Units

Buyer's coverage only.

Not available for New Construction.

☐ Duplex Additional \$250 per year
☐ Triplex Additional \$350 per year
☐ Fourplex Additional \$450 per year

CHOICE PLUS

Buyer's/Seller's Coverage

Single-Family Home

☐ 1 Year \$580 ☐ 2 Year \$1060
☐ 3 Year \$1545 ☐ 5 Year \$2450

Condo/Townhome/Mobile Home

☐ 1 Year \$550 ☐ 2 Year \$1060
☐ 3 Year \$1545 ☐ 5 Year \$2450

Multiple Units

Buyer's coverage only.

Not available for New Construction.

☐ Duplex Additional \$230 per year
☐ Triplex Additional \$330 per year
☐ Fourplex Additional \$430 per year

CHOICE PLAN

Buyer's/Seller's Coverage

Single-Family Home

☐ 1 Year \$450 ☐ 2 Year \$860
☐ 3 Year \$1260 ☐ 5 Year \$1975

Condo/Townhome/Mobile Home

☐ 1 Year \$420 ☐ 2 Year \$860
☐ 3 Year \$1260 ☐ 5 Year \$1975

Multiple Units

Buyer's coverage only.

Not available for New Construction.

☐ Duplex Additional \$230 per year
☐ Triplex Additional \$330 per year
☐ Fourplex Additional \$430 per year

3. Acceptance or Waiver

- ☐ I ACCEPT the home warranty coverage and options I have marked above.
☐ I DECLINE the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature _____ Date _____

Optional Coverage (per year)

Seller's optional coverage requires the purchase of buyer's coverage.

For Seller (Seller's coverage maximum 180 days)

☐ Heating, Central Air Conditioning and Ductwork \$60

For Buyer

☐ Clothes Washer & Dryer

(included in Choice Ultimate & Choice Plus) \$75

☐ Kitchen Refrigerator

(included in Choice Ultimate & Choice Plus) \$45

☐ Limited Roof Leak (included in Choice Ultimate) \$100

☐ Water Softener (included in Choice Ultimate) \$40

☐ Geothermal Heat Pump (included in Choice Ultimate) \$100

☐ Additional Refrigerator/Stand-alone Freezer \$40

☐ Central Vacuum \$40

☐ Undercounter Ice Maker \$40

☐ Septic System/Pumping \$150

☐ Well Pump \$90

☐ Pool and/or Spa Equipment * \$190

(Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment.)

☐ Smart Home Option \$125

☐ Irrigation System \$90

☐ Guest House/ADU \$250

☐ Outdoor Kitchen \$125

☐ Homes 5,000 to 7,499 sq. ft. \$400

PLAN TOTAL \$ _____

Optional Coverage Total \$ _____

TOTAL COST \$ _____

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The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from Choice Home Warranty.

Agents: Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by Choice Home Warranty.

TERMS OF SERVICE AGREEMENT CHOICE HOME WARRANTY

A. COVERAGE, COVERAGE TYPES AND COVERAGE PERIOD

During the coverage period, Our sole responsibility will be to arrange for a qualified Service Provider to repair or Replace (as defined in Section K), at Our expense (up to the limits set forth in Section A, C, D and E below), in accordance with the terms and conditions of this Agreement.

1. Your Agreement term (the dates that 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) must be located inside the main foundation or detached garage (with the exception of pool/spa, well pump, septic tank pumping, sprinkler system, and air conditioner); (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 an appropriate fee is 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. Capitalized terms, not otherwise defined, are defined in Section K.

6. 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.

7. 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 may only be added or removed within 24 hours of Your Order Date.

8. 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.

B. SERVICE REQUESTS

1. You or Your Agent must request service as soon as the malfunction is discovered and prior to the expiration of Your Agreement term. (Refer to Your Coverage Details for information on how to request service.)
2. Upon request for service, We will begin contacting Service Provider(s) within 4 hours. You will receive the Service Provider's name, phone number, and 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 in the amount set forth in Your Coverage Details to the Service Provider for each service request You submit to Us.
5. If work performed under this Agreement should fail within 30 days, We will correct the failure without requirement for an additional Service Fee.
6. We have the sole right to select the Service Provider.

C. COVERAGE (COVERAGE DEPENDENT ON PLAN)

Except for Air Conditioning/Heating/Ductwork, Ceiling Fan/Exhaust Fan/Attic Fan, and Garage Door Opener, the coverage provided under this Agreement is for no more than 1 Covered Item unless additional fees are paid. Coverage under this Agreement is subject to all other terms and conditions of this Agreement including but not limited to matters listed as "Excluded" under a Covered Item below notwithstanding the word "All" in describing what is "Covered."

- 1. BUILT-IN MICROWAVE – COVERED:** All components and parts.
- 2. OVEN/RANGE/COOKTOP – COVERED:** All components and parts.
- 3. DISHWASHER – COVERED:** All components and parts.
- 4. GARBAGE DISPOSAL – COVERED:** All components and parts.

5. CEILING FAN/EXHAUST FAN/ATTIC FAN – COVERED:

All components and parts.

EXCLUDED: Fan blades. Belts. Shutters. Filters. Lighting. Heaters.

6. GARAGE DOOR OPENER – COVERED: All components and parts.

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

7. AIR CONDITIONING/HEATING/DUCTWORK – COVERED:

All components and parts of the following systems: ducted central (electric, gas, or oil) air conditioning and heating including, split and package units, forced air, heat pumps, floor furnace, hot water or steam circulating heat. Electric baseboard heating. 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.

EXCLUDED (may be modified by purchase of Choice Plus or Ultimate 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 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. Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each air conditioning system, heating system, and ductwork.

8. WATER HEATER (Gas/Electric) – COVERED: All components and parts, including tankless water heaters and circulating pumps.

EXCLUDED (may be modified by purchase of Choice Plus or Ultimate Plan): Insulation blankets. Pressure reducing valves. Damage from sediment build-up. Units exceeding 75 gallons.

Solar water heaters. Solar components. Fuel tanks. Secondary holding or storage tanks. Vents. Flues. Expansion tanks. Energy management systems. We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement for Tankless Water Heaters.

9. ELECTRICAL SYSTEM – COVERED: Electrical panels, light switches, electric outlets, (D.C.) wiring, and wiring from the electrical panel to any Covered Item.

EXCLUDED (may be modified by purchase of Choice Plus or Ultimate 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.

10. PLUMBING SYSTEM/STOPPAGE/SUMP PUMP – COVERED:

Leaks and breaks of water, drain, gas, waste, or vent lines. Angle stops. Risers. Gate valves. Interior hose bibs. Basket strainers. Built-in bathtub whirlpool motor, pump, and air switch assemblies. Pressure regulators. Clearing of sink, bathtub, shower, and toilet stoppages. Clearing of mainline drain and sewer stoppages through an accessible cleanout up to 125 feet from access point. Clearing of lateral drain line stoppages up to 125 feet from access point including accessible cleanout, p-trap, drain or overflow access points. Permanently installed sump pump for ground water.

EXCLUDED (may be modified by purchase of Choice Plus or Ultimate 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 pumps. Exterior hose bibs. Slab leaks. Caulking or grouting. Septic tanks. Water softeners, filtration, or purification systems. Holding or storage tanks. Saunas or steam rooms. 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.

11. TRASH COMPACTOR – COVERED: All components and parts.

EXCLUDED (may be modified by purchase of Choice Plus or Ultimate Plan): lock and key assemblies, buckets. We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.

12. 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.

13. CHOICE PLUS PLAN – COVERED: All coverage included in Section C1 to C12 plus the following:

a. CLOTHES DRYER: All components and parts.

b. CLOTHES WASHER: All components and parts.

c. KITCHEN REFRIGERATOR: All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and internet connection components.

d. GARAGE DOOR OPENER: Hinges. Springs. Remote transmitters. Keypads.

e. AIR CONDITIONING/HEATING/DUCTWORK: 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 air conditioning system, heating system, and ductwork.

f. WATER HEATER: Unlimited units. Insulation blankets. Pressure reducing valves. Damage from sediment build-up. Units greater than 75 gallons; provided they are residential water heaters and not commercial.

g. ELECTRICAL SYSTEM: Exterior facing outlet receptacles and panels. Smoke detectors.

h. PLUMBING SYSTEM/STOPPAGE: 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.

i. TRASH COMPACTOR: Lock and key assemblies and buckets.

j. OTHER ENHANCED COVERAGE: When required to render a covered repair or Replacement, We will:

1. Provide up to \$250 per occurrence for required permits.

2. Provide up to \$250 under this Agreement to correct code violations.

3. Provide haul away of a Covered Item when Replacing such Covered Item.

14. ULTIMATE PLAN – COVERED: All coverage included in the Choice Plus Plan plus the following:

a. Clothes Dryer: Unlimited units.

b. Clothes Washer: Unlimited units.

c. Built-In Microwave: Unlimited units.

d. Oven/Range/Cooktop: Unlimited units.

e. Dishwasher: Unlimited units.

f. Air Conditioning/Heating System/Ductwork: 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 air conditioning system, heating system, and ductwork. All components and parts relating to geothermal, water source heat pumps.

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

NOTE: 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.

g. Limited Roof Leak (Single Family Homes Only) – 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. **NOTE:** 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. 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. Preventative maintenance.

h. Water Softener – COVERED: Water softener and their respective equipment.

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.

i. Other Enhanced Coverage: When required to render a covered repair or Replacement, we will:

1. Provide up to \$250 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 Section C(13)(j)2 above applies.

2. The reduced limitations on professional series or like appliances set forth in Section F(15) shall not apply to purchasers of the Ultimate Plan.

D. OPTIONAL COVERAGE (Requires Additional Payment)
(Not available for Sellers)

This optional coverage is for no more than 1 Covered Item unless additional fees are paid. Coverage under this Agreement is subject to all other terms and conditions of this Agreement including but not limited to matters listed as "Excluded" under a Covered Item below notwithstanding the word "All" in describing what is "Covered."

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).

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. Dehumidifiers. We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or Replacement.

2. WELL PUMP – COVERED: All components and parts of well pump utilized for main dwelling only. We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.

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. CENTRAL VACUUM – COVERED: All mechanical system components and parts.

EXCLUDED: Ductwork. Hoses. Blockages. Accessories.

4. LIMITED ROOF LEAK (Single Family Homes Only) – 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. **NOTE:** 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, 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. Preventative maintenance.

5. 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.

6. 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, then We will pay up to \$300 per 12-month period for access, diagnosis and to pump the septic tank. **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.

7. IRRIGATION SYSTEM – COVERED: Control box. Outside or underground piping. Sprinkler heads. We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.

8. WATER SOFTENER – COVERED: Water softener and their respective equipment.

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. We will pay up to \$500 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 SOURCE HEAT PUMPS – COVERED:

All components and parts relating to geothermal, water source heat pumps. **EXCLUDED:** outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps.

NOTE: 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.

11. SMART HOME OPTION – 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.

EXCLUDED: Smart and/or Wi-Fi enabled router and/or home hub. We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or Replacement.

12. OUTDOOR KITCHEN – COVERED: Coverage is for 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 cooking equipment/devices and their respective accessories, ice makers, ice crushers, beverage dispensers and their respective equipment, insulation, shelves, drawers, tracks, handles, lights/kits, interior lining, food spoilage, refrigerant recapture, reclaim and disposal, racks, baskets, rollers, knobs, dials, door glass, fixtures, and remote transmitters. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

13. GUEST HOUSE/IN-LAW SUITE – COVERED: 1 of each additional Covered Item described below is covered if located within a particular mother-in-law-unit, guest house, casitas, or other similar space (a “Covered Unit”) for which an additional fee has been paid. Coverage hereunder is subject to all other terms and conditions of this Agreement including but not limited to matters listed as “Excluded” under each Covered Item below notwithstanding the word “All” in describing what is “Covered”:

1. CLOTHES DRYER – COVERED: All components and parts.
2. CLOTHES WASHER – COVERED: All components and parts.
3. BUILT-IN MICROWAVE – COVERED: All components and parts.
4. OVEN/RANGE/COOKTOP – COVERED: All components and parts.
5. DISHWASHER – COVERED: All components and parts.
6. GARBAGE DISPOSAL – COVERED: All components and parts.
7. KITCHEN REFRIGERATOR – COVERED: All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and internet connection components.

8. CEILING FAN/EXHAUST FAN/ATTIC FAN – COVERED:

All components and parts.

EXCLUDED: Fan blades. Belts. Shutters. Filters. Lighting. Heaters.

EXCLUDED: This coverage is for residential-use property only. It does not cover commercial units or homes used as a business, such as: nursing/care homes, fraternity/sorority houses or day care centers. Guest House/In-Law Suite option requires primary dwelling to be covered by a primary Choice plan for this optional coverage to apply and shared systems and appliances would be covered under such primary plan in accordance with such applicable terms. For each Covered Item located in the Covered Unit, We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or Replacement.

E. LIMITATIONS OF LIABILITY

1. Except where higher or lower limits apply (e.g., Sections C7, C11, C12, C13, C14, D1, D2, D4, D6, D7, D8, D9, D10, D11, D12 and/or D13), Our maximum liability is \$5,000 per 12-month period for each Covered Item for access, diagnosis, and repair or Replacement. The terms of coverage apply the same whether for Fixed-Term Plan, or for a Monthly Plan. Limits for Monthly Plans and Fixed-Term Plans are calculated per Covered Item within each 12-month period starting from Your original Agreement term effective date. 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 E1, 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 Section C(13)(e) for purchasers of the Choice Plus or Ultimate Plan, We are not liable for the costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal.

3. We have the sole right to determine whether a Covered Item will be repaired or Replaced (as defined in Section K). We reserve the right to offer cash or cash equivalent in lieu of repair or Replacement in the amount of Our actual cost (which at times may be 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 costs 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 12 months 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 only covers failures due to normal wear and tear. 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. In the event 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.
6. Except as specifically described in Section C(14) for purchasers of the Ultimate Plan, We are not responsible for upgrades, modifications, components, parts, or equipment required due to the incompatibility of the existing equipment with the Replacement system or appliance or component or part thereof or with a new type of chemical or material utilized to run the Replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments.
7. 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; or 2) except for labor cost on appliances and as specifically described in Section C(16) for purchasers of the Choice Plus or Ultimate Plan, any Covered Item while still under an existing manufacturer's or distributor's warranty.
8. Except as specifically described in Section C(13) for purchasers of the Choice Plus or Ultimate 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.
9. Except as specifically described in Section C(13) for purchasers of the Choice Plus or Ultimate Plan, We are not responsible for the cost to obtain permits.
10. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.
11. Except as specifically described in Section C(13) for purchasers of the Choice Plus or Ultimate Plan, You may be charged an additional fee by the Service Provider to dispose of a Covered Item or one of its components.
12. 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.

13. We are not an emergency service provider and are not liable for: 1) any failure to obtain timely service or delays in service; or 2) failure in obtaining parts or 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. We shall continue performance hereunder with reasonable dispatch whenever such events that caused the delay are removed.

14. 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.

15. Coverage is not for commercial property or residences used as businesses, or for the repair or Replacement of commercial grade equipment, systems, or appliances. Except for purchasers of the Ultimate Plan, which shall be subject to the limits set forth in Section E1, We shall pay no more than \$2,500 in aggregate per system for professional series or like appliances such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, Monogram, Thermador, etc.

F. MULTIPLE UNITS AND 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. TRANSFER OF AGREEMENT & RENEWALS

1. You may transfer this Agreement to a new owner of the covered home at any time without additional cost.

2. THIS AGREEMENT MAY BE RENEWED AT OUR OPTION. IN THAT EVENT AND UNLESS YOU CANCEL THIS AGREEMENT, YOU WILL AUTOMATICALLY BE RENEWED TO A MONTHLY-PLAN AT YOUR CURRENT COVERAGE LEVEL AT THE CURRENT PREVAILING MONTHLY-PLAN RATE AND BE NOTIFIED OF SUCH PREVAILING RATE AND TERMS FOR RENEWAL. IF YOU HAVE A MONTHLY-PLAN, UNLESS YOU CANCEL THIS AGREEMENT YOU WILL AUTOMATICALLY BE RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AT THE THEN CURRENT PREVAILING MONTHLY-PLAN RATE UNLESS YOU NOTIFY US IN WRITING 30 DAYS PRIOR TO THE END OF YOUR MONTHLY-PLAN AGREEMENT TERM. WE WILL NOTIFY YOU IN

WRITING 60 DAYS PRIOR TO ANY CHANGE TO THE MONTHLY-PLAN PREVAILING RATE OR YOUR AGREEMENT. TO CANCEL THIS AGREEMENT, PLEASE CONTACT US TOLL-FREE AT 1-888-531-5403.

H. CANCELLATION

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:
 - i. We will pay You a pro rata refund of the Agreement Fee paid 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).
 - ii. If Our Service Costs are greater than the Agreement Fees to be refunded, You shall pay us the lesser of:
 - A. the difference between (i) Our Service Costs; and (ii) the Fixed-Term Agreement Fees paid, or the Annual Monthly Agreement Fee paid; or
 - B. for Monthly Plans, the amount by which Your Annual Monthly Agreement Fee exceeds the Annual Monthly Agreement Fee paid in the year of Your cancellation.
 - iii. In addition, You shall be responsible for an administrative fee of the lesser of:
 - A. \$50, or
 - B. such amount as is permitted by law.

I. RESOLUTION OF DISPUTES-MANDATORY ARBITRATION

1. **MEDIATION:** In the event of any dispute or controversy arising out of or relating to this Agreement, You agree to file a written claim with Us and allow Us 30 calendar days to respond to the claim.
2. **MANDATORY 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. 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. 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.**

3. **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 plaintiff, 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.**

4. 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.

5. **CHOICE OF LAW/VENUE:** All issues and questions concerning the construction, validity, interpretation, and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules. Any proceeding commenced pursuant to this Agreement shall take place in the State of New Jersey unless otherwise prohibited by law or agreed to by the parties.

J. SEVERABILITY

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.

K. PARTIES AND DEFINITIONS

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

Terms and Conditions

"Agent" refers to the real estate agent or representative that is assisting You on the purchase or sale of Your home.

"Agreement" refers to this Choice Home Warranty Terms of Service Agreement.

"Agreement Fee" refers to the amount listed as Your "Rate" on Your Coverage Details and the amount You paid for this Agreement.

"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).

"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.

"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.

"Covered Item" refers to each numbered item listed in Sections C1 to C12, and when an applicable fee is paid, as modified by C13 and C14; and Sections D1 to D13, if applicable. Some Covered Items require payment of additional fees. See Your Coverage Details for a list of Covered Items included in Your policy.

"Covered Unit" has the meaning set forth in Section D13.

"Fixed-Term Plan" refers to a plan with a fixed term of 1 year or greater.

"Home Buyer" refers to a purchaser of a home which would be the subject of coverage under this Agreement.

"Home Seller" refers to a seller of a home which would be the subject of coverage under this Agreement.

"Monthly Plan" refers to a plan with a monthly recurring term of coverage.

"Order Date" refers to the date that You submitted Your Agreement Fee for processing by Us.

"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.

"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).

"Service Fee" refers to the amount You will have to pay to a Service Provider when You make a request for service.

"Service Provider" refers to a qualified service contractor within Our network that complete work under this Agreement. Service Providers are third parties not employees of Ours.

"You or "Your" refers to the Agreement holder(s).

We offer service agreements which are not warranties.

This is not a contract of insurance.

SAMPLE CONTRACT. ACTUAL TERMS VARY BY STATE.