Home Protection Plan Agreement

SIGNATURE COVERAGE

For service or questions, call (877) 977-4949 or visit homewarrantyinc.com.

This Home Protection Plan ("Agreement") is between the provider, Home Warranty of the Midwest, Inc., (or, in Oklahoma only, First Home Warranty of the Midwest) P.O. Box 1, Rock Rapids, IA, 51246, (877)977-4949 ("We", "Us", and "Our") and the named Agreement holder ("You" and "Your").

The Welcome Letter sent to You upon enrollment is incorporated into these terms and conditions. Purchase or registration of this plan implies consent to all Agreement terms and conditions.

Certain items and events are not covered by this Agreement. Please refer to the *Exclusions* section of this Agreement for details.

COVERAGE REQUIREMENTS

1. **All covered systems and appliances must be in normal operating condition at the time coverage takes effect. Conditions determined to have existed prior to the coverage period or systems and appliances that never functioned properly during the period of this Agreement are pre-existing conditions and are not eligible for coverage under this Agreement.**
2. Agreement covers only repairs resulting from normal wear and tear associated with normal usage of covered items.

Buyer: Coverage starts on the date of closing and continues for fourteen (14) months unless multiple-year coverage is purchased. Initial payment for the Agreement must be received by Us not more than fourteen (14) days after closing. If payment is later than fourteen (14) days, the Agreement will commence on the day that payment is received. Coverage purchased outside of closing starts on the day payment is received. Arrangements for monthly payments over the annual term may be available with coverage commencing thirty (30) days after payment is received. Remaining annual purchase price payments may be deducted from service reimbursements. **Coverage for optional items added after the initial order period will have a thirty-day (30) waiting period before claims may be filed on those optional items.**

Multi-Unit Properties: Coverage under this Agreement is for a single residential property or unit only unless multi-unit coverage is purchased. Extra units require an additional fee in order to be covered. Mechanical systems or appliances serving multiple units are not eligible for coverage unless all units serviced by the mechanical system or appliance are covered under an additional fee. Item quantity limits, service cost limits, and prices on optional or extra items, are on a per unit basis. To constitute a multi-unit property under this Agreement, all property's units must be part of a common structure, be part of a single sales transaction involving only one (1) property owner/entity, and not be subject to dividing for future resale.

New Construction: For new construction with a one (1) year builder's warranty, the term is three (3) years with coverage starting one year from the closing date. For new construction without a builder's warranty, the term is four (4) years with coverage starting at closing date.

COVERAGE

1. Agreement provides for repair (including parts and labor) or replacement on all items for which coverage has been purchased (subject to terms and limitations of this Agreement), less a **one-hundred-dollar ($100) service fee per incident** or actual cost of service, whichever is less, payable to the company providing service. "Per incident" is defined as a single failure occurring within a single unit or location, requiring a single repair. If the repair is not covered by Us, the customer is responsible for the full cost of the service call. Failure to pay the service fee or any amount due to the servicer from You will result in suspension of coverage until fee is paid, at which time coverage will then be reinstated with no extension of the original coverage period. In the event a repair performed under this Agreement fails within thirty (30) days following the initial repair, the Agreement provides for a recall service call without an additional service fee. Service fee is subject to change without notice.
2. We will determine, at Our sole discretion, whether a covered system or appliance will be repaired or replaced based on the approved repair cost. When replacing any appliance, We do not reimburse installation costs. We will not pay for any failures that do not contribute to the appliance's primary function including, but not limited to, wireless capability, television or radios built into appliances. We will replace with equipment of similar efficiency and capacity but are not responsible for matching brand, dimensions, colors or features non-essential to the core function of the item. Proof of replacement will need to be provided for coverage to continue to extend to that item for the remainder of the coverage term. ALL REIMBUREMENTS WILL REQUIRE A PAID ITEMIZED INVOICE/RECEIPT FOR PROCESSING PURPOSES.

   In some instances, We may provide cash in lieu of repair services. This amount is based on what We would expect to pay for parts and labor for covered items (which may be less than retail cost) less the incurred cost of the contractor's diagnosis. Items for which parts or technical information are not available due to non-readable or missing make, model or serial numbers will be assessed a repair estimate based on a comparable repair cost. When a part is No Longer Available, (NLA) due to government mandated restrictions, no longer produced or available for purchase **(excluding backorder),** the part will be assessed a repair estimate based on the replacement cost of a comparable item, excluding installation and labor costs.

   If You elect to replace equipment with used equipment (from eBay, Craigslist, and the like), the replacement equipment will be subject to a **THIRTY-DAY (30) WAIT IN CLAIMS** before coverage can apply.
3. **We have sole discretion to choose service personnel and will not reimburse for work performed without Our prior approval or by service personnel contacted directly by the customer unless directed to do so by Us.**
4. All requests for service not answered immediately will be acknowledged with a return phone call within four (4) hours during normal working hours and forty-eight (48) hours on weekends and holidays. Agreement allows You to contact service company and schedule service during normal business hours. You may elect to have after hours service performed at Your own discretion and with prior authorization from Us, but You will be responsible for any additional fees associated with expediting the service. In the event of an after-hours emergency, to obtain service please call 24/7/365 at (877)977-4949 and select the emergency service option. We reserve the right to obtain a second opinion.
5. If a property has multiple mechanical systems or appliances that require the purchase of additional coverage in order to be covered and additional coverage is not purchased, We reserve the right to determine which mechanical systems and/or appliances are the ones primarily used and covered by this Agreement. In most cases, the system that services the main living area or the largest system will be considered primary.
6. We reserve the right to have the repair or replacement performed with aftermarket, off-brand, used, remanufactured, or reconditioned parts.

7. Notice of any malfunction must be given to Us within thirty (30) days of the malfunction (excluding seasonal equipment). All approved work must be completed within six (6) months of Agreement expiration.
8. Unless a part or item is specifically listed under the "COVERED" section for the particular item below, the item or part is not covered.

UNDETECTABLE PRE-EXISTING CONDITIONS

Available to the named Agreement holder who is a buyer at no extra cost upon submitting a satisfactory inspection by a qualified home inspector to Us by the closing date. Bank-owned, REO, foreclosed properties or properties where utilities have been turned off or appliances unplugged are not eligible for this coverage. Failures due to rust or corrosion are not covered for the first thirty (30) days after Agreement inception. Undetectable pre-existing conditions are conditions for which defect or mechanical failure could not have been detected by a visual inspection or simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test is defined as turning the item on and off and running through a complete cycle to ensure it is operational. While turned on, the item should operate without causing damage, irregular sounds or smells, smoke, water leakage or other abnormal outcomes. Items that are found to have pre-existing deficiencies from either a visual or mechanical inspection will need to be repaired and proof of repair submitted to Us before that item will be covered.

HEATING, VENTILATION AND COOLING SYSTEMS; WATER HEATER

Seller coverage (optional): Coverage is limited to one thousand five hundred dollars ($1,500) aggregate for all heating and air related claims and five hundred dollars ($500) aggregate for all water heater related claims during the seller Agreement period.

Buyer coverage: See HVAC and Water Heater Coverage Limits tables.

Heating and Cooling Units

COVERED: Up to two (2) heating and two (2) cooling units OR two (2) heat pump units; including blower fan motors; burners; controls; fan blades; heat/cool thermostats; boiler zone control valves; heat exchangers; heating elements; igniter and pilot assemblies; gas valves; internal system controls; wiring and relays; motors and switches; air handler; capacitors; compressors; condenser fan motors; condenser coils; evaporator coils; evaporative cooler; fan blades; pumps; refrigerant piping; reversing valves; and refrigerant (other than initial top off) **up to twenty-five dollars ($25) per pound** on all authorized sealed system repairs.

Boilers, steam/hot water heat systems are covered up to a maximum of two thousand five hundred dollars ($2,500) per Agreement period. Furnaces covered up to a maximum of two thousand five hundred dollars ($2,500) per Agreement period. Air conditioners covered up to a maximum of three thousand five hundred dollars ($3,500) per Agreement period. Heat pumps covered up to a maximum of three thousand five hundred dollars ($3,500) per Agreement period.

If none of the systems listed above exists in the property, coverage may (at Our discretion and with approval granted prior to coverage start) be extended to baseboard, wall, in-floor, or other alternative systems provided they are not explicitly excluded in this section.

Smart thermostats will be replaced with a heat/cool thermostat or given cash equivalent of a heat/cool thermostat.

NOT COVERED: All other items, components, or parts, including, but not limited to: garage heaters (for garage heat only); Portable or window units; forced air damper systems; solar heating systems; pellet, corn cob or wood units; radiant cable heat; or fireplaces and associated components; chimneys; outside or underground piping; circulation components or redrilling of wells for water source heat pumps; fuel storage tanks; expansion tanks; filters; timers; heat lamps; humidifiers or dehumidifiers; condensate drain pump; flues and vents; improperly sized or mismatched systems; cleaning and maintenance; free-standing or gas log systems, including gas supply lines; flue dampers; pressure regulators; computerized energy management systems; gas air conditioning systems; electronic air cleaners; water towers; roof jacks and stands; chillers; any system with asbestos; heat recovery units; interconnecting refrigerant lines; water pumps; water cooling towers; pre-coolers; insulation; concrete pads; costs related to leak test, or recapturing refrigerant; baseboard, casings, registers and radiators tied to boiler systems; use of cranes; costs associated with replacing non-failed parts to bring a system into compatibility (including refrigerant conversion); and units located in detached garages or that do not heat the residential living area of the home.

Air Exchanger

COVERED: All parts and components except as noted as NOT COVERED.

NOT COVERED: Filters; and low-voltage remote control systems.

Ductwork

COVERED: Accessible ductwork from covered unit to point of attachment on register/grill.

NOT COVERED: Insulated, flexible, concrete encased or inaccessible ductwork; and relining.

HVAC COVERAGE LIMITS		
Component	**Limit per Item**	**Aggregate**
Blower Motor	$500	
Heat Exchanger	$1,500	
Heat Kit	$350	
Reversing Valves	$350	
TXV Valves	$350	
Inducer Motor	$550	
Capacitor/Contactor	$225	
Control Board	$550	
ECM Blower Motor	$950	
Condenser Fan Motor	$400	
Compressor, 2 ton	$1,050	
Compressor, 2.5 ton	$1,100	**$6,000**
Compressor, 3 ton	$1,225	
Compressor, 3.5 ton	$1,500	
Compressor, 4 ton	$1,600	
Compressor, 4.5 ton	$1,700	
Compressor, 5 ton	$1,900	
Evaporator Coil	$1,250	
Condenser Coil	$1,800	
Thermostat	$250	
Air Exchanger	$400	
Ductwork	$500	
Gas Valve	$500	
Radiant Panels	$425	

Water Heater

COVERED: Main unit (including a tank, tankless, power vent unit, or indirect water heaters and components); exhaust blower assembly; water heater elements; gas control valves; and thermostats. A tankless water heater may be attached to the exterior of the home but must service the interior of the home only.

NOT COVERED: Solar water heaters and components; thermal expansion or holding tanks; noises; odors; color or purity of water; flues and vents; insulation blanket; and failures due to sediment build-up. Hot water dispensers are considered secondary water heaters and are not covered unless optional coverage is purchased.

WATER HEATER COVERAGE LIMITS	
Component	**Limit per Item**
Water Heater, 40 gal	$1,000
Water Heater, 50 gal	$1,150
Water Heater, > 50 gal, tankless or power vent	$1,250
Burner Assembly	$300
Gas Valve/Control Valve	$350
Pilot Light	$300
Thermocouple	$250
Igniter	$250
Dip Tube	$250
Anode Rod	$300
Drain Valve	$250
Temperature and Pressure Relief Valve	$300
Power Vent Assembly	$650
Upper and Lower Element(s)	$350
Upper and Lower Thermostat(s)	$350
High-Limit Switch	$300

COVERED SYSTEMS AND APPLIANCES

Note: Unless otherwise noted or extra coverage is purchased, only one (1) of each of the following systems or appliances is included per residential unit.

Interior Plumbing

COVERED: Leaks and breaks of water, drain, waste, vent, or gas lines except if caused by freezing or roots; toilet wax ring seals, angle stops, and risers. Coverage on water supply plumbing begins after the water meter and within the confines of the foundation of the home and does not include garage or detached buildings.

Coverage for interior plumbing repairs is limited to five hundred dollars ($500) per Agreement period.

NOT COVERED: All plumbing in or under the ground, foundation or slab; all piping and plumbing outside the perimeter of the foundation; stoppages; water softeners; well pumps and associated systems (unless optional coverage is purchased for these items); septic systems; gas/sewer/water lines leading to non-covered items; faucets and fixtures (including but not limited to bathtubs, shower bays, sinks, toilets, bidets); caulking or grouting; pressure regulators; inadequate or excessive water pressure; flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits; sewage ejector pumps; holding, pressure, or storage tanks; saunas or steam rooms; lawn or fire sprinkler systems; water purification systems; drains or drain line check valves; in-floor heat systems; circulating pumps; backflow preventers; and relining. Gas lines will be subject to a thirty-day (30) wait in claims before coverage can apply.

Plumbing Stoppages

COVERED: Cleaning of stoppages in drain and sewer lines with standard sewer cable or hydrojet within the confines of the home foundation where there is an accessible ground level clean out.

Coverage on plumbing stoppage repairs is limited to four hundred dollars ($400) per Agreement period.

NOT COVERED: Vent or sewer lines outside the confines of the main foundation of the home; stoppages due to roots, foreign objects, or failure of a plumbing system component; costs to locate, access, or install a ground level clean out; use of video or camera, and septic tanks (unless optional septic coverage is purchased).

Interior Electrical Wiring

COVERED: Interior wiring including main breaker panel or fuse box, general wiring, receptacles, and standard light switches. Coverage begins at the main service panel.

Coverage of interior electrical wiring is limited to five hundred dollars ($500) per Agreement period.

NOT COVERED: Fixtures; direct current wiring, components, or systems (including but not limited to doorbell systems, alarm systems, intercom or speaker/stereo systems, carbon monoxide and fire alarms and/or detection systems, batteries, telephone systems or wiring, touch pad assemblies, timers, low voltage household wiring); wiring outside the confines of the foundation or in a detached garage/ building; wiring or electrical system components servicing additional or optional items for which no coverage has been purchased; heat lamps; load control devices; wall, bathroom, attic, exhaust, or whole house fans; failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/shortage or surge; corrosion caused by moisture; appliance management systems or computers; and data wiring.

Sump Pump

COVERED: Permanently installed sump pump (ground water only).

Coverage for sump pumps is limited to four hundred dollars ($400) per Agreement period.

NOT COVERED: Sewage ejector pumps or lift stations; any unit located outside the covered home; and backup battery power supply and pump.

Garbage Disposal

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on garbage disposals is limited to four hundred dollars ($400) per Agreement period.

NOT COVERED: Failures due to stoppages.

Central Vacuum

COVERED: Motor, relay, and switches.

Coverage on central vacuums is limited to two hundred fifty dollars ($250) per Agreement period.

NOT COVERED: Hoses, receptacles, and attachments; inadequate capacity; piping; and blockages.

Garage Door Opener

COVERED: Mechanical parts and components, including drive chains or lead screws, motor, receiver board, relays, transmitters/remotes, switches, and obstruction sensors. Coverage is only for openers located in garages attached to the primary residential structure or (if no attached garage) one (1) detached garage used as primary garage not located more than thirty (30) feet from the home. Coverage is for up to three (3) units on a single unit property.

Coverage on garage door openers is limited to five hundred ($500) per Agreement period.

NOT COVERED: Batteries; damage caused by door malfunctions; door assemblies (including, but not limited to, door panels, tracks, rollers, hinges, cables, and springs); frequency interference; touch or keypads; reprogramming; failure caused by improper installation; and counterbalance mechanisms.

Trash Compactor

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on trash compactors is limited to four hundred dollars ($400) per Agreement period.

NOT COVERED: Lock and key assemblies; and removable buckets.

Built-in or Over-the-Range Microwave

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on microwaves is limited to five hundred dollars ($500) per Agreement period.

NOT COVERED: Countertop, portable, convection, infrared or high-speed units; interior linings; glass; shelves; handles; meat probe assemblies or rotisseries; and venting components.

Kitchen Refrigerator

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on ice maker repairs or replacements is limited to three hundred dollars ($300) per Agreement period. Coverage on a sealed system (compressor, condenser coil, evaporator coil) is limited to seven hundred dollars ($700) per Agreement period. Coverage on refrigerator replacement is limited to two thousand dollars ($2,000) per Agreement period.

Refrigerators located in the attached garage, must be manufactured as "garage ready" to be eligible for coverage.

NOT COVERED: Ice crushers, beverage dispensers and associated parts; handles and knobs; door seals/gaskets; interior thermal shells or liners; food spoilage and inaccessible refrigerant leaks/repairs. If parts are not available, Our obligation is limited to cash in lieu of repair.

Dishwasher

COVERED: All parts and components including portable units in home at time of Agreement inception.

Coverage on dishwashers is limited to seven hundred dollars ($700) per Agreement period.

NOT COVERED: Cleaning or repair due to failure caused by foreign objects, scale, rust, minerals, and other deposits; soap/rinse aid dispenser; handles and knobs; racks; door seals/gaskets; baskets; and rollers; interior lining.

Range/Oven/Cooktop Stove

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on range/oven/cooktop stove is limited to seven hundred dollars ($700) per Agreement period.

NOT COVERED: Clocks (unless they affect the function of the oven); meat probe assemblies or rotisseries; racks; magnetic induction; glass; self-cleaning or locking function; handles and knobs; convection function; venting; and door seals/gaskets. Thermostatic controllers will only be replaced with standard controls.

Clothes Washer

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on clothes washers is limited to seven hundred dollars ($700) per Agreement period.

NOT COVERED: Fabric softener dispensers; filter screens; knobs and dials; and damage to clothing.

Clothes Dryer

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on clothes dryers is limited to seven hundred dollars ($700) per Agreement period.

NOT COVERED: Venting; knobs and dials; and damage to clothing.

Water Softener

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on water softener repairs or replacements is limited to six hundred dollars ($600) per Agreement period.

NOT COVERED: Resin bed or resin replacement. Rental units are not eligible for coverage.

Jetted Bathtub

COVERED: Built-in bathtub whirlpool motor and pump assemblies; accessible electrical controls; air pumps; drains; and gaskets.

Coverage on jetted bathtub is limited to one thousand dollars ($1,000) per Agreement period.

NOT COVERED: Jets; bathtub shell or liner; caulking or grouting; conditions of water flow restriction due to scale, rust, minerals, and other deposits; failures due to dry operation of equipment; and cost associated with gaining access to electrical, component parts, or plumbing.

Lawn Sprinkler System

COVERED: Leaks or breaks in the lines; timers; heads; gate valves; solenoids; shut-off valve.

Coverage is limited to two hundred fifty dollars ($250) per Agreement period.

NOT COVERED: Damage due to pets; lawnmowers; freezing; motorized vehicles; roots; earth movement; improper install; owner negligence; lines located beneath concrete or decorative structures.

Buyer Premium Upgrade

COVERED: Haul away **up to one hundred dollars ($100) per Agreement period**; disposal **up to two hundred fifty dollars ($250) per Agreement period;** code violations/permits **up to two hundred fifty dollars ($250) per Agreement period)**; expansion tanks; toilet replacement **up to two hundred dollars ($200) per Agreement period)**; failures due to lack of seller maintenance; failures due to sediment or scale; bathroom exhaust fans; dish racks; rotisseries; rollers; window air conditioning units; and appliance handles and knobs.

Coverage under the Buyer Premium Upgrade is limited to an aggregate of one thousand dollars ($1,000) per Agreement period.

Emergency Window Air/Portable Heating Units/Emergency Lodging: if without heat/air for more than forty-eight (48) hours from contractor diagnosis during a situation that endangers health and safety, We provide **up to one hundred fifty dollars ($150)** for a window air unit or portable space heater (purchase or rental), subject to availability. If window air or portable heating units are not available, We will provide **up to one hundred dollars ($100) per night for a maximum of five hundred dollars ($500) per Agreement period.** Must remit proof of lodging or receipts for reimbursement. We will not duplicate coverage already provided by the service company.

Enhanced HVAC Plus

COVERED: Condensate pump; crane use **up to two hundred fifty dollars ($250)**; failures due to lack of routine seller maintenance or mismatched systems **up to five hundred dollars ($500);** system modifications to bring non-failed parts into compatibility **up to five hundred dollars ($500) per Agreement period**; initial refrigerant charging up to **twenty-five dollars ($25) per pound;** refrigerant conversion due to EPA recommendations, recapture, or reclamation **up to two hundred fifty ($250) per Agreement period;** labor concession for items covered under manufacturer warranty **up to three hundred dollars ($300)**; subsequent or consequential damages due to failure of HVAC system **up to five hundred dollars ($500) per Agreement period**; haul away **up to one hundred dollars ($100) per Agreement period**; and disposal **up to two hundred fifty dollars ($250) per Agreement period.**

Coverage is limited to two thousand five hundred dollars ($2,500) aggregate for Enhanced HVAC Plus coverages during the Agreement period.

OPTIONAL COVERAGES

Septic System Pumping/Septic Tank and Pump

COVERED: Septic tank; grinder pump; aerobic pump; jet pump; or sewage ejector pump associated with a residential dwelling. One-time (1) tank pumping due to septic tank back up only per Agreement period. Coverage starts thirty (30) days after payment is received or the closing date, whichever is later. Coverage may only be added within the first thirty (30) days after closing or the Agreement start date, whichever is later.

Coverage on septic is limited to five hundred dollars ($500) per Agreement period.

NOT COVERED: Broken or collapsed sewer lines; tile field; leach bed; leach lines; lack of capacity; seepage pits; cesspool; cost of locating and gaining access to septic tank; sewer lines; hookups; disposal of waste; chemical treatment of septic tank and sewer lines; and associated electrical systems other than pump; clearing of the main line through an existing access or clean-out within the confines of the foundation unless plumbing stoppages coverage is purchased; stoppages caused by roots and foreign objects; and septic systems not associated with the covered primary residence (i.e. commercial or agricultural purposes).

Well Pump

COVERED: All parts and components of well pump utilized as the main source of water to the home including well pump, controls, impellers, motor, and pump seals.

Coverage on well pumps is limited to one thousand dollars ($1,000) per Agreement period.

NOT COVERED: Geothermal well pumps; well casings; pressure or storage tanks; plumbing or electrical lines leading to or connecting pressure tank and main dwelling (including but not limited to wiring from control box to the pump); redrilling of wells; booster pumps; contamination or lack of water; excavation or other charges necessary to gain access; and shared systems between two or more residences.

Residential Standby Generator

COVERED: Engine, alternator, control panel, voltage regulator, transfer switches. Coverage applies to generators hard wired into the electrical system of the home.

Coverage is limited to one thousand dollars ($1,000) per Agreement period.

NOT COVERED. Failures caused by lack of routine maintenance; portable generators, filters.

Limited Roof Leak Repair

COVERED: Repairs of leaks that occur in the roof over the occupied living area of the main dwelling (excluding garage), provided the leaks are the result of rain and/or normal wear and deterioration and the roof was watertight and in good condition on the effective date of the Agreement. Coverage starts thirty (30) days after payment is received or the closing date, whichever is later.

Coverage is limited to one thousand dollars ($1,000) per Agreement period.

NOT COVERED: Gutters; drain lines; flashing; skylights; patio covers; scuppers; glass; sheet metal; roof mounted installations; leaks that occur in a deck or balcony when deck or balcony serves as the roof of the structure below; leaks that result from or that are caused by roof mounted installations; improper construction or repairs, missing or broken roof shingles or tiles; damage caused by person walking or standing on the roof; failure to perform normal maintenance to roof and gutters; improper installation; leaks manifested prior to the effective start date of the plan; rolled or tar/gravel roofing; roofing materials beyond normal life expectancy.

Limited Slab Leak Repair

COVERED: Repair/replacement of plumbing pipe leaks in water, drain or gas lines located under, encased in, or covered by, concrete that are located within the interior of the main foundation of the home (not including garage).

Coverage is limited to one thousand dollars ($1,000) per Agreement period.

NOT COVERED: Relining. Gas lines will be subject to a thirty-day (30) wait in claims before coverage can apply.

Standalone Freezer

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on sealed system repair is limited to six hundred dollars ($600) per Agreement period. Coverage on freezer replacement is limited to six hundred dollars ($600).

Freezers located in the attached garage, must be "garage ready" to be eligible for coverage.

NOT COVERED: Handles and knobs; door seals/gaskets; interior thermal shells or liners; food spoilage; inaccessible refrigerant leak/repair.

Pool or Spa

COVERED: Primary pump motor and assembly; and heating system, Salt water cell or circuit board **up to one thousand dollars ($1,000).** A separate fee is required for both pool and built-in spa equipment unless they utilize all common covered equipment.

Coverage on pool or spa is limited to one thousand five hundred dollars ($1,500) per Agreement period.

NOT COVERED: Booster pumps; lights; liners; filter systems; removal of wet sand from sand filter system; structural defects; solar equipment; jets; ornamental fountains or waterfalls and associated parts; pool cover and related equipment; fill valves; built-in or detachable cleaning equipment and related parts; heat pump; portable spas; timer or remote control systems and associated systems; related plumbing; two (2) and three-way (3) valves; any concrete encased, below-ground, or inaccessible system or components; failure due to improper pH levels .

Gas Fireplace

COVERED: Gas valve; blower motor; pilot assembly; thermocouple; wall switch associated with pilot ignition or fan. Coverage is for a single permanently installed gas fireplace located within the main living area of the home.

Coverage is limited to four hundred dollars ($400) per Agreement period.

NOT COVERED: Gas fireplaces in detached structures or garages are ineligible for coverage; decorative logs; remote control device; glass; damper; flue; firebox.

Wine Refrigerator or Beverage Cooler

COVERED: All parts and components except as noted as NOT COVERED.

Coverage on is limited to three hundred dollars ($300) per Agreement period.

NOT COVERED: Handles and knobs; door seals/gaskets; glass; interior thermal shells or liners; racks, hinges, shelves, glides, slides, food spoilage; and inaccessible refrigerant leaks/repairs. If parts are not available, Our obligation is limited to cash in lieu of repair.

Exterior Water Line

COVERED: Water (potable only) lines between the public utility connection and Your water meter or initial shut-off valve inside Your home (if water supplied by public utility) OR Your water pipe from the external wall of Your well casing to the main shut-off valve inside Your home (if water supplied by private well). Coverage applies to blockages, leaks or low pressure (below industry standard) as well as inoperable stop boxes, shut-off valves, pressure reducing valves and backflow prevention devices.

Coverage for exterior water lines is limited to five thousand dollars ($5,000) aggregate per Agreement period.

NOT COVERED: Moving or replacing meters, appliances, fixtures, pressure regulating devices, lines on land not owned by You, plants, lines located in detached garages, sheds, or outbuildings, sprinkler/irrigation lines, restoration of floor coverings, fittings, walls, pavement, pathways, landscaping, leaks/breaks/stoppages due to tree roots or foreign objects, damage due to freezing propane tanks.

Exterior Gas Line

COVERED: Broken or leaking natural gas or propane lines between the public utility connection (or external propane tank outlet connection if not connected to public utility) and the appliance connectors inside Your home.

Coverage for exterior gas lines is limited to five thousand dollars ($5,000) aggregate per Agreement period.

NOT COVERED: Moving or replacing meters, appliances, fixtures, pressure regulating devices, lines on land not owned by You, plants, lines located in detached garages, sheds, or outbuildings, sprinkler/irrigation lines, restoration of floor coverings, fittings, walls, pavement, pathways, landscaping, leaks/breaks/stoppages due to tree roots or foreign objects, damage due to freezing propane tanks.

Exterior Electric Line

COVERED: Broken, frayed or failed high voltage electrical wiring between the foundation wall and the public utility connection.

Coverage for exterior electrical lines is limited to five thousand dollars ($5,000) aggregate per Agreement period.

NOT COVERED: Failure due to power surge, disconnect or interruption in the main electrical supply, transformers, low voltage wiring, generators, and lines leading to other structures or items not included in the residential structure (including, but not limited to, solar panels, pool heaters, appliances outside the foundation, generators, and light fixtures).

Exterior Sewer/Septic Line

COVERED: Sewer or septic line from foundation wall to public utility (sewer) or tank (septic) connection.

Coverage for exterior sewer/septic lines is limited to ten thousand dollars ($10,000) aggregate per Agreement period.

NOT COVERED: Septic tanks, leach fields, lines not connected to public sewer connection or septic tanks, lines leading to secondary buildings or structures on the property. Systems with previous root removal.

ACTIVE MILITARY/VETERAN DISCOUNT

Veterans of or active personnel in the Army, Navy, Air Force, Marines, Coast Guard, and National Guard are eligible for the discount. Reservists serving on Active Duty and members of the Delayed Entry/Enlistment Program (DEP) are also qualified, as are spouses and surviving spouses. The twenty-five-dollar ($25) credit can be used toward the Home Protection Plan only. Not eligible to apply to optional listing coverages. Proof of military ID may be required to obtain the discount. Void where prohibited. One (1) discount allowed per household on newly purchased properties only.

EXCLUSIONS

1. **Conditions resulting from Your negligence, acts of God, or situations beyond what We consider to be normal usage are not covered (including, but not limited to: abuse, pet/pest damage, theft, water, salt water, flood, fire, lightning, freezing, wind, earth movement, improper installation and/or alteration, prior work not done to industry standards, lack of adequate power or water supply, power failure/surges, blown fuses or tripped breakers, unplugged appliances). Items must operate normally following power interruption for coverage to apply.**
2. **Service will not be performed on systems with hazardous/toxic materials or asbestos, nor does Agreement provide for any removal, disposal, or dismantling of an appliance or mechanical system or any costs associated with the removal, reclamation, or disposal of materials, chemicals, or fluids associated with repair or replacement of a mechanical system or appliance.**
3. **Any system or appliance outside the confines of the home is not covered except for central air conditioning, heat pump units, tankless water heater attached to the exterior of the home and servicing the interior of the home only, optional pool or spa equipment, optional well pumps, or optional septic system coverage.**
4. **Agreement covers only single-family residential-use property. Multiple units are covered if the appropriate fee is paid. Appliances or mechanical systems used for commercial or home business use (including, but not limited to, daycare, beauty salon, catering) are not eligible for coverage.**
5. **Agreement does not cover any appliance or system or part failure that is under a manufacturer's warranty, recall notice and/or service bulletin, or manufacturer's defect, nor any appliance or system whose manufacturer warranty has been voided.**
6. **Cosmetic and non-operational repairs are not covered (including, but not limited to: noise, odor, corrosion, clocks/timers, self-cleaning function, or other parts not affecting the core operation of the item, loss of some optional functions, computerized monitoring equipment). Agreement does not pay for repairs associated with lack of performance due to improperly sized or mismatched systems; failure to conduct routine maintenance; build-up of lime, scale, sediment, or other chemical deposits; color or purity of water.**
7. **Agreement does not pay for services associated with routine maintenance (including, but not limited to, cleaning, lubricating, filter replacement) or when no failed parts are detected or failure is unable to be duplicated.**
8. **This Agreement is not an insurance policy and will not duplicate or substitute for coverage provided under any insurance policy.**
9. **Any removal, repair, or replacement of systems whose defect is caused by moisture (including, but not limited to: mildew, mold, rot, fungus, rust, corrosion) is not covered.**
10. **Consumable or expendable items are not covered (including, but not limited to, filters and light bulbs).**
11. **We will not be responsible for any work or expense (including permits) needed to bring systems into compliance with federal, state, local, utility, or any other jurisdiction's codes or regulations.**
12. **Agreement does not cover any consequential or subsequent damages due to failure of, or lack of timely repair or replacement of, an appliance or system (including, but not limited to: food spoilages, clothing damages, damages to persons, real property, personal property, or any other items, whether covered by this Agreement or not).**
13. **Removal or reconstruction of, or subsequent or incidental damage to, systems, appliances, units, landscaping; and walls, floors, carpeting, tile, ceilings and the like necessary to make repairs is not covered. Amount to remove any item from the home to be repaired is not covered.**
14. **Any system or appliance where You have failed or refused to provide a service company access to the item or its supporting systems is exempt from coverage.**
15. **This Agreement does not cover delays or failures to provide service caused by (or related to) any of the exclusions listed therein; shortages of labor or materials; or unwillingness of the servicer to perform service, verbal abuse, threat of legal action or requests of the servicer to violate ethical standards or misrepresent the true nature of the diagnosis.**
16. **Any system or appliance that is operating within regulatory or industry trade standards for carbon monoxide emissions or refrigerant loss is considered safe for operation and is not eligible for repair or replacement under this Agreement until levels exceed these standards (including, but not limited to: EPA, OSHA, ASHRAE, BPI, state, or local building codes).**

LIMITS OF LIABILITY

Your sole remedy under this Agreement is the recovery of cost of the required repair or replacement, whichever is less. You agree that in no event will Our liability exceed five thousand dollars ($5,000) per covered item (unless otherwise stated in the *Heating, Ventilation and Cooling System; Water Heater* section, *Covered Systems and Appliances* section, or *Optional Coverages* section) or fifteen thousand dollars ($15,000) aggregate during the Agreement period.

This Agreement contains the entire Agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous Agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

TRANSFER, CANCELLATION AND RENEWAL

1. **Transfer:** This Agreement is transferable to a new owner(s) of a covered property but remains tied to the originally warrantied systems and appliances of the covered property.
2. **Cancellation by Us: We reserve the right to change or cancel this Agreement upon thirty (30) days' written notice stating the reason for an effective date of cancellation mailed to Your last known address in Our records. In the event of material misrepresentation (including misrepresentation of equipment condition), or failure to pay, cancellation may be immediate and without notice unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS." If We cancel this Agreement, We shall refund to You one hundred percent (100%) of the unearned prorated purchase price based on months remaining on the Agreement, except for cancellation for nonpayment by You, in which case no refund will be provided. No cancellation fee shall be assessed if this Agreement is cancelled by Us unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS."**
3. **Cancellation by You: You may cancel this Agreement at any time for any reason by submitting a written cancellation request to: Home Warranty of the Midwest, Inc., P.O. Box 1, Rock Rapids, IA 51246, through the homeowner portal, or email Us at info@homewarrantyinc.com with Your Agreement number in the subject line. Cancellation becomes effective at the end of the current month of coverage:**
   a. **If You cancel this Agreement within the first thirty (30) days from the date of purchase and no claims have been made, You are entitled to a refund of the full purchase price of the Agreement and no cancellation fee will be assessed unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS." If You are entitled to a refund for such cancellation and such refund is not paid within forty-five (45) days, a penalty of ten percent (10%) of the purchase price shall be added to Your refund for each month such refund remains unpaid.**
   b. **If You cancel this Agreement after thirty (30) days from the date of purchase or after a claim has been made, You are entitled to a prorated refund of the unearned purchase price based on months remaining on the Agreement, less the cost of claims paid and a cancellation fee of the lesser of fifty dollars ($50) or ten percent (10%) of the purchase price, unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS."**
   c. **For monthly Agreements, cancellation becomes effective at the end of the current month of coverage. After thirty (30) days following the start date of the Agreement, You have the option to cancel and not to renew the Agreement during any month, and Your Agreement will expire at the end of the month for which You paid the monthly fee. You will not be charged the monthly fee the following month, and You will not receive any refund.**
4. **Renewal:** Agreements are renewable at Our discretion and where permitted by law. We will notify You of renewal rate and Agreement terms if applicable. Agreements on a monthly payment plan will be considered continuous service contracts and will continue in perpetuity unless We are notified in writing of Your wish to cancel by sending written notice to Home Warranty of the Midwest, Inc., with office located at 303 S. 2nd Ave., Rock Rapids, IA 51246 or by canceling on the website homewarrantyinc.com. Plan renewals take effect from the expiration of the original Agreement period and are for a period of one (1) year. Any renewals effectuated after the expiration date of the Agreement will be subjected to a thirty-day (30) waiting period before coverage will resume. Annual notification of auto-renewals will be provided beginning ninety (90) days prior to the anniversary date of the original Agreement period.

   AUTOMATIC RENEWAL. This agreement will automatically renew on a periodic basis unless canceled by you by sending written notice to Home Warranty of the Midwest, Inc., with office located at 303 S. 2nd Ave., Rock Rapids, IA 51246 or by canceling on the website homewarrantyinc.com. You must indicate your affirmative consent to automatic renewal below.

   Signature: _____
5. **Email/Phone Consent:** You agree that we, or a third party acting on Our behalf, may contact You in the future by telephone, electronic mail, or U.S. mail regarding renewal of, changes to, terms regarding, or new products related to Your plan. You may opt out by contacting Us.

MISCELLANEOUS

GOVERNING LAW: VENUE, WAIVER OF CLASS ACTION

Agreement is subject to state and local sales taxes where applicable. We reserve the right to change/amend plan prices, coverage, or Agreement terms without notice. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association or other recognized arbitrator, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof, unless the laws of the state where the Covered Property is located requires otherwise (please refer to *STATE-SPECIFIC AMENDMENTS* section), on an individual basis only, and not in any form of class, collective, or private attorney general representative proceeding ("Class Action Waiver"). This binding arbitration provision does not prevent the filing of a complaint with a governmental administrative agency to the extent such complaints are permitted notwithstanding an Agreement to arbitrate. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Iowa. Purchase or advertisement of this Agreement may result in Us paying a fee or commission to an agency, independent agent or sales associate. Obligations of the provider under this Agreement are backed by the full faith and credit of the provider and are not guaranteed under a reimbursement insurance policy.

STATE-SPECIFIC AMENDMENTS

Alabama residents: A cancellation fee of the lesser of twenty-five dollars ($25) or ten percent (10%) of the purchase price of the Agreement will be assessed on any cancellation after thirty (30) days from the date of purchase or after a claim has been made.

Colorado residents: This Agreement may be covered by the Colorado Consumer Protection Act and/or the Unfair Practices Act, Article 1 of Title 6 of the Col. Rev. Stat. You may have a right to civil action under those laws, including obtaining the recourse or penalties specified in those laws. Repairs will begin within forty-eight (48) hours after We return Your call or as otherwise agreed. Once a claim is properly submitted and verified, payment will be made within thirty (30) days of verification of the claim.

Georgia residents: No claims paid will be deducted from any refund owed. We may not cancel this Agreement for any reason other than nonpayment of the purchase price by You, fraud, or misrepresentation by You. This Agreement is backed by a surety issued by Travelers Casualty and Surety Company of America, 1 Tower Square, 2MS, Hartford, CT 06183. You have the right to make a direct claim to Travelers Casualty and Surety Company of America in the event that We do not pay a claim or provide a refund within sixty (60) days after You have filed the proof of loss.

Illinois residents: A cancellation fee of the lesser of fifty dollars ($50) or ten percent (10%) of the purchase price of the Agreement will be assessed on any cancellation.

Indiana residents: Our obligations under this Agreement are backed by reimbursement insurance policy issued by Chubb Group of Insurance Companies, 202B Hall's Mill Road, Whitehouse Station, NJ 08889, (800)699-9916. If We have not paid a claim or provided service within sixty (60) days of Your request being made, including refunds, You are entitled to make a claim directly with the insurer.

Iowa residents: The issuer of this Agreement is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa, Commissioner Doug Ommen, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. Complaints that are not settled by the issuer may be sent to the Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315. **The time period for payment of a full refund before a penalty is assessed is amended from forty-five (45) days to thirty (30) days.**

We reserve the right to change or cancel this Agreement upon fifteen (15) days' written notice.

Kentucky residents: The maker maintains a performance bond in accordance with the regulations as set forth by the Commonwealth of Kentucky. The holder of the Agreement shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within sixty (60) days after the claim has been filed with the maker: United States Fire Insurance Company, 11490 Westheimer Rd, Ste. 300, Houston, TX 77252-2807.

Michigan residents: If performance of the Agreement is interrupted because of a strike or work stoppage at the company's place of business, the effective period of the Agreement shall be extended for the period of the strike or work stoppage.

Minnesota residents: In the event of Our cancellation of this Agreement due to Your nonpayment of the purchase price or material misrepresentation, We will provide only five (5) days' notice of cancellation.

Nevada residents: In accordance with the laws of the State of Nevada, if this contract is issued in Nevada, only Nevada law, and not the laws of any other state, may govern its substantive provisions. No claims paid will be deducted from any refund owed. If You cancel this Agreement after thirty (30) days from the date of purchase or after a claim has been made, a cancellation fee of the lesser of twenty-five dollars ($25) or ten percent (10%) of the purchase price of the Agreement will be assessed. Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder may result in cancellation of this Agreement upon fifteen (15) days written notice of the event. 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). A claim 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 twenty-four (24) hours after the report of the claim and will be completed as soon as reasonably practicable thereafter. If We determine that an Emergency Repair cannot practicably be completed within three (3) calendar days after the report of the claim, We will provide a status report to you and the Nevada Commissioner of Insurance. In the event You are not satisfied with the manner in which We are handling a claim, You may file a complaint with the Nevada Division of Insurance by calling (888)872-3234.

New Mexico residents: The time period for payment of a full refund before a penalty is assessed is amended from forty-five (45) days to sixty (60) days. We may not cancel this Agreement once it has been in effect for seventy (70) days except for (1) Your failure to pay an amount when due; (2) Your conviction for a crime that results in an increase in the service required under the Agreement; (3) discovery of fraud or material misrepresentation by You in obtaining this Agreement or in making a claim; or (4) discovery of either of the following if it occurred after the effective date of the Agreement and substantially and materially increased the service required under the Agreement: (a) an act or omission by the holder; or (b) a violation by the holder of any condition of the Agreement.

North Carolina residents: We may only cancel this Agreement for Your non-payment or for a direct violation of this Agreement by You.

Oklahoma residents: In Oklahoma, We are operating under First Home Warranty of the Midwest, 303 S. 2nd Ave., Rock Rapids, IA 51246 (Oklahoma ID #503353503).

Oregon residents: Any claim or dispute by Customer against Home Warranty may be resolved by arbitration only upon mutual consent of the parties. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.

South Carolina residents: In the event of a dispute with the provider of this Agreement, You may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main St., Ste. 1000, Columbia, SC 29201 or (800)768-3467.

TEXAS RESIDENTS: Obligations of the provider under this service contract are backed by the full faith and credit of the provider and are not guaranteed under a reimbursement insurance policy. **Service under this Agreement will be initiated within forty-eight (48) hours of a request for service being made. We may not cancel this Agreement for any reason other than nonpayment of the purchase price by You, fraud, or misrepresentation by You, or if the Agreement is contingent on an interest in real property not being sold.**

This Agreement is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Agreement or company may be directed to the Texas Department of Licensing and Regulation, Service Contract Providers, P.O. Box 12157, Austin, TX 78711, (512)463-6599. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

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.

Signature: _____

Agreement Number: _____
(We will provide)

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.

Utah residents: Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. In the event of a dispute with the provider of this Agreement, You may contact the Utah Department of Insurance. ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY 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 THE COMPANY. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGEMENT IN ANY COURT OF PROPER JURISDICTION. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Utah.

Grounds for cancellation pursuant to 31A-21-303 (2)a include material misrepresentation, substantial change in risk and substantial breaches of contractual duties effective no sooner than thirty (30) days after written notice to the contract holder. Cancellation for nonpayment is effective no sooner than ten (10) days after written notice to the contract holder.

Wisconsin residents: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. Any claim or dispute by Customer against Home Warranty may be resolved by arbitration only upon mutual consent of the parties. This Contract shall be governed, construed and enforced in accordance with the laws of the State of Wisconsin without regard to principles of conflicts of law. Exclusive jurisdiction shall be in the courts located within the jurisdiction in which the Covered Property is located.

Wyoming residents: The Wyoming Constitution, Article 19, Section 8 states that, "The legislature may provide by law for the voluntary submission of differences to arbitrators for determination and said arbitrators shall have such powers and duties as may be prescribed by law; but they shall have no power to render judgment to be obligatory on parties; unless they voluntarily submit their matters of difference and agree to abide the judgment of such arbitrators." This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Wyoming. Any legal proceedings shall take place in the State of Wyoming.