

Home  Warranty SM

2018-19

home protection PLAN

14 MONTHS
OF COVERAGE

Plus many
other benefits!

See page 2 for details



Protect what matters

(877) 977-4949 toll-free
homewarrantyinc.com

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LIVE Call Answering

SEPTIC COVERAGE Now Available

Washer, Dryer, Kitchen Refrigerator
Included at NO EXTRA COST

FREE, No-Strings-Attached®
Listing Coverage for Sellers

FLEXIBILITY of Choice for Qualified,
Local Service Providers, and...

14 MONTHS OF COVERAGE!

Covered Item	Buyer	Seller
Heating Units	✓	Optional
Cooling Units	✓	
Air Exchanger	✓	
Ductwork	✓	
Water Heater	✓	
Interior Plumbing	✓	✓
Interior Electrical Wiring	✓	✓
Sump Pump	✓	✓
Garbage Disposal	✓	✓
Central Vacuum	✓	✓
Garage Door Opener	✓	✓
Trash Compactor	✓	✓
Built-in or Over the Range Microwave Oven	✓	✓
Kitchen Refrigerator	✓	✓
Dishwasher	✓	✓
Range/Oven/Cooktop Stove	✓	✓
Washer	✓	✓
Dryer	✓	✓
UNKNOWN Pre-Existing Conditions*	✓	Not Available
Buyer Premium Upgrade Up to \$1,000 aggregate per annum for: • Haul away • Code violations/permits up to \$250 • Expansion tanks • Failures due to mismatched/improperly sized/improperly installed systems • Failures due to lack of routine maintenance	Optional	
Pool or Spa		
Well Pump		
Jetted Tub		
Plumbing Stoppages		
Water Softener		
Ice Maker		
Septic System Pumping/Septic Tank and Pump		



What is the Home Protection Plan?

The Home Protection Plan is a home warranty service contract that covers the repairs and replacements necessary to restore the appliances and mechanical systems of your home to normal operating conditions.

How does the Home Protection Plan work?

Speak with a LIVE call representative or file a claim online, 24 hours a day, 7 days a week to be matched with a local service technician.

Are my HVAC units and water heater covered during the listing period?

You can either purchase coverage for HVAC Units & Water Heater for a small fee with no inspection required, OR you can have your HVAC Units & Water Heater inspected by a professional HVAC contractor and receive complimentary HVAC & Water Heater coverage upon completion of a satisfactory inspection. Call Home Warranty to initiate the inspection process.



homewarrantyinc.com

* Subject to the terms and conditions of the contract.

remember these key points

- All covered systems and appliances must be in normal operating condition at the time coverage takes effect.
- Call **first** before having warranty work completed.



why you should buy a home protection plan

“I am so grateful for your service. I am a single mother and my water heater went out, and you and the company that did the service went above and beyond during the coldest days of the year. Kudos to you and your team.”

Sarah L., Home Warranty Client

Sellers

Offers **FREE, No-Strings-Attached**[®] coverage during the listing (up to 6 months) and allows you to decide, depending on the purchase offer, whether to make the warranty a permanent condition of the sale. If the warranty is included in the final sale, payment is due at the time of closing. If the warranty is not included in the final offer, the warranty cancels and no money, other than premiums for optional listing coverage, is owed regardless of the claims made under the warranty.*

Affords you with peace of mind and **budget protection** against untimely and expensive repairs during the listing of your home.

Offers **you protection** after the sale. The home buyer now has a place to go for repair work to mechanical systems instead of inconveniencing you after the sale.

Gives potential buyers confidence that **your property is sound** and provides them with **protection** that they will not get with the purchase of another home.

Fills the “**wear and tear**” gap that is created by the exclusion to your homeowners’ insurance coverage (subject to the provisions of the warranty).

Buyers

Provides you **peace of mind** on one of the largest investments of **your life**. No more worrying about expensive repairs on your home’s appliances and mechanical systems. One toll-free number is all you need.

Affords you with **budget protection** after buying a home. Homeowners file an average of 1.2 claims in their first year of home ownership.**

Fills the “**wear and tear**” gap that is created by the exclusion to your homeowners’ insurance coverage (subject to the provisions of the warranty).

While a thorough inspection by a professional home inspector or by yourself **will ensure** mechanical systems and appliances are in working order on the day of inspection, no one has the ability to predict when one of the covered systems will fail. Your Home Protection Plan **gives you the confidence** that your mechanical systems and appliances will be covered in the event of a breakage or failure.

Allows you the choice of service providers to complete the repair. A preferred servicer (when available) will perform the initial diagnostics.

* Where allowed by state law

**Based on internal claims data for 2012-16

Protect what matters

Home Protection Plan Agreement

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

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 warranty coverage are pre-existing conditions and are not eligible for coverage under this agreement unless the terms of the UNKNOWN Pre-Existing Conditions coverage are met.

2. Agreement covers only repairs resulting from normal wear and tear associated with normal usage of covered items.

3. Purchase or registration of the plan implies consent to all agreement terms and conditions.

Seller: Coverage starts on date of sign up and continues for a period of 180 days, until the close of sale, or cancellation/expiration of listing or coverage (whichever occurs first). Home Warranty may (at its own discretion) extend the listing coverage period or allow for the purchase of additional listing coverage in the event the close of sale does not occur during the original 180-day period. Extra seller coverages are only available at the time of initial listing and may not be changed later. If fees are not received within 15 days of the start of the coverage, extra coverages will be removed from coverage and may not be added at a later time. Extra items coverages that are part of the agreement during the listing period must also be part of the final agreement. Coverage for Heating, Air, and Water Heater will be provided to the seller upon satisfactory inspection (with Home Warranty approved forms) by a professional heating and cooling contractor (or upon payment of optional fees if no inspection is conducted).

Buyer: Coverage starts on the date of closing, or 1 year after the closing date for new construction, and continues for 14 months unless multiple year coverage is purchased. Initial payment for the warranty must be received by Home Warranty not more than 15 days after closing or the start of the buyer warranty, whichever comes first. Coverage for monthly paying customers begins 30 days after payment is received.

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 property owner/entity, and not be subject to dividing for future resale.

New Construction: Seller listing coverage cannot be used in conjunction with the new construction discount. Coverage starts 1 year from the date of close and continues for the number of years purchased.

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 **\$75 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. In the event that the repair is not covered by Home Warranty, 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 the homeowner will result in suspension of warranty 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 30 days following the initial repair, agreement provides for a recall service call without an additional service fee. Service fee is subject to change without notice.

2. Home Warranty will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Home Warranty 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 and the like. Home Warranty will replace with equipment of similar efficiency and capacity but is not responsible for matching brand, dimensions, colors or features non-essential to the core function of the item.

In some instances, Home Warranty may offer you the option of accepting cash in lieu of repair or replacement services. This offered amount is based on what Home Warranty would expect to pay (which may be less than retail cost) for parts and labor for covered items 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.

3. Home Warranty has sole discretion to choose service personnel and will not reimburse for work performed without its prior approval or by service personnel contacted directly by the customer unless directed to do so by Home Warranty.

4. All requests for service not answered immediately will be acknowledged with a return phone call within 4 hours during normal working hours and 48 hours on weekends and holidays. Agreement allows for homeowner to contact service company and schedule service

during normal business hours. Agreement holder may elect to have off hours or expedited service performed at their own discretion but will be responsible for any additional fees associated with expediting service. Home Warranty reserves 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, Home Warranty reserves 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. Home Warranty reserves 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 Home Warranty prior to agreement expiration with the initial service call scheduled within 30 days and all approved work must be completed within 6 months of agreement expiration.

8. Unless a part or item is specifically listed under the "Covered" section, the item or part is not covered.

UNKNOWN PRE-EXISTING CONDITIONS

Available to the buyer at no extra cost upon submitting a satisfactory inspection by a qualified home inspector to Home Warranty by the closing date. In the event that the buyer is unwilling or unable to provide a copy of the inspection, the buyer may purchase UNKNOWN Pre-Existing Conditions coverage for an additional fee, not to exceed 15 days from the date of closing. 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 30 days after contract 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, 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.

HEATING, VENTILATION AND COOLING SYSTEMS; WATER HEATER

(Seller—optional coverage | Buyer—standard coverage)

Seller (optional coverage): Coverage is limited to \$1,500 aggregate for all heating and air related claims and \$1,000 aggregate for all water heater related claims during the seller contract period.

Buyer (standard coverage): Coverage is limited to \$2,500 aggregate for all heating and air related claims and \$1,000 aggregate for all water heater related claims during the buyer contract period.

1. Heating and Cooling Units

COVERED: Up to 2 heating and 2 cooling units OR 2 heat pump units and associated parts and components, including blower fan motors, burners, controls, fan blades, heat/cool thermostats, zone control systems, heat exchangers, heating elements, ignitor and pilot assemblies, internal system controls, wiring and relays, motors and switches, air handler, capacitors, compressors, condenser fan motors, condenser coils, evaporator coils, fan blades, pumps, refrigerant filter dryer, refrigerant piping, reversing valves.

If none of the systems listed above exists in the property, coverage may (at the discretion of Home Warranty 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.

NOT COVERED: Portable or window units, solar heating systems, pellet or wood stoves, radiant cable heat, or fireplaces and associated components. Chimneys. Outside or underground piping. Circulation components or re-drilling 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 adding or recapturing refrigerant. Baseboard, casings, registers and radiators tied to boiler systems.

2. Air Exchanger

COVERED: All parts and components except:

NOT COVERED: Filters. Low voltage remote control systems.

3. Ductwork

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

NOT COVERED: Concrete encased or inaccessible ductwork.

4. 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.

NOT COVERED: Solar water heaters and components. Thermal expansion or holding tanks. Noises. Odors. Color or purity of water. Flues and vents. Insulation blanket. Failures due to sediment build-up. Hot water dispensers are considered secondary water heaters and are not covered unless optional coverage is purchased.

COVERED SYSTEMS AND APPLIANCES

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

1. 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.

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, or well pumps and associated systems (unless optional coverage is purchased for these items). Septic systems. Gas 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.

2. 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.

NOT COVERED: Fixtures. Direct current wiring, components, or systems (including but not limited to door bell 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. Data wiring.

3. Sump Pump

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

NOT COVERED: Sewage ejector pumps or lift stations. Any unit located outside the covered property. Backup battery power supply and pump.

4. Garbage Disposal

COVERED: All components and parts except:

NOT COVERED: Failures due to stoppages.

5. Central Vacuum

COVERED: Motor, relay, and switches.

NOT COVERED: Hoses, receptacles and attachments. Inadequate capacity. Piping. Blockages.

6. 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, 1 detached garage used as primary garage not located more than 30 feet from the home. Coverage is for up to 3 units on a single unit property.

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. Lights sending units. Touch or key pads. Reprogramming. Failure caused by improper installation. Counter balance mechanisms.

7. Trash Compactor

COVERED: All components and parts except:

NOT COVERED: Lock and key assemblies. Removable buckets.

8. Built-in or Over the Range Microwave

COVERED: All components and parts except:

NOT COVERED: Countertop, portable, convection, infrared or high speed units. Interior linings. Glass. Shelves. Meat probe assemblies or rotisseries.

9. Kitchen Refrigerator

COVERED: All components and parts except:

NOT COVERED: Ice makers, ice crushers, beverage dispensers and associated parts. Interior thermal shells or liners. Food spoilage. Inaccessible refrigerant leaks.

10. Dishwasher

COVERED: All components and parts including racks, baskets, rollers, portable units in home at time of warranty inception.

NOT COVERED: Cleaning or repair due to failure caused by foreign objects, scale, rust, minerals, and other deposits. Rack replacement is at the discretion of Home Warranty.

11. Range/Oven/Cooktop Stove

COVERED: All components and parts except:

NOT COVERED: Clocks (unless they affect the function of the oven). Meat probe assemblies or rotisseries. Racks. Magnetic induction. Thermostatic controllers will only be replaced with standard controls. Glass. Self-cleaning function.

12. Washer

COVERED: All components and parts except:

NOT COVERED: Fabric softener dispensers. Filter screens. Knobs and dials. Damage to clothing.

(continued on reverse side)

(continued from previous side)

13. Dryer

COVERED: All components and parts except:
NOT COVERED: Venting. Knobs and dials. Damage to clothing.

**OPTIONAL COVERAGES
(Home Buyer Only)**

1. Buyer Premium Upgrade

COVERED: Haul away, code violations/permits (up to \$250 per contract period), expansion tanks, failures due to lack of maintenance, or failures due to mismatched/improperly installed/improperly sized systems. Coverage is limited to an aggregate of \$1,000 per contract period.

2. Pool or Spa

COVERED: Pump motor and assembly. Heating system. 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 \$1,000 per contract period.

NOT COVERED: 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- and three-way valves. Any concrete encased, below-ground, or inaccessible system or components.

3. Well Pump

COVERED: All components and parts 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 \$500 per contract period.

NOT COVERED: 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.

4. Jetted Bathtub

COVERED: Built-in bathtub whirlpool motor and pump assemblies, accessible electrical controls, air pumps, drains, gaskets. Coverage on jetted bathtub is limited to \$1,000 per contract 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. Cost associated with gaining access to electrical, component parts, or plumbing.

5. Plumbing Stoppages

COVERED: Cleaning of stoppages in drain and sewer lines within the confines of the home foundation where there is an accessible ground level clean out. Coverage starts 30 days after the start of the main warranty and continues until the end of the main contract 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. Septic tanks (unless optional septic coverage is purchased).

6. Water Softener

COVERED: All parts and components except those classified as "not covered" below. Coverage on water softener repairs or replacements is limited to \$500 per contract period.

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

7. Ice Maker

COVERED: Coverage on ice maker repairs or replacements is limited to \$200 per contract period. If parts are not available, our obligation is limited to cash in lieu of repair.

NOT COVERED: Standalone ice maker. Beverage dispensers.

8. Septic System Pumping/Septic Tank and Pump

COVERED: Septic tank, grinder pump, aerobic pump, jet pump, or sewage ejector pump associated with septic system. One-time tank pumping due to septic tank back up only per contract term. Coverage starts 30 days after payment is received or the closing date, whichever is later. Coverage may only be added within the first 30 days after closing or contract start date, whichever is later. Coverage on septic is limited to \$500 per contract 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, 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. Septic systems not associated with the covered primary residence.

LIMITS OF LIABILITY

1. Conditions resulting from owner negligence, acts of God, or situations beyond what Home Warranty considers to be normal usage are not covered (including but not limited to abuse, pet/pest damage, theft, water, flood, fire, lightning, freezing, wind, earth movement, improper installation/alteration, lack of adequate power or water supply, power failure/surges, blown fuses or tripped breakers, unplugged appliances).

2. Service will not be performed on systems with hazardous/toxic materials or asbestos, nor does agreement provide for any removal, disposal, or demanufacturing 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 with the exception of central air conditioning or heat pump units, optional pool or spa equipment, or optional well pumps, or optional septic system coverage.

4. Appliances or mechanical systems used for commercial or home business use (included but not limited to day care, beauty salon, catering) are not eligible for coverage.

5. Agreement does not cover any repairs already covered by a manufacturer's warranty, recall notice and/or service bulletin, or manufacturer's defect.

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, or 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, corrosion) is not covered.

10. Consumable or expendable items are not covered (including but not limited to filters, light bulbs).

11. Home Warranty 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. Food spoilage, clothing damage, damage to persons, real property, personal property, or any other items (whether covered by this agreement or not) due to the failure of, or lack of timely repair or replacement of, an appliance or system is not covered.

13. Removal or reconstruction of, or subsequent or incidental damage to, systems, appliances, units, or walls, floors, carpeting, tile, ceilings and the like necessary to make repairs is not covered.

14. Any system or appliance where the agreement holder has failed or refused to provide a service company access to the item or its supporting systems is exempt from coverage.

15. This contract 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 due to prior 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 (including but not limited to EPA, OSHA, state or local building codes) or industry trade (including but not limited to ASHRAE, BPI) 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.

**TRANSFER, CANCELLATION
AND RENEWAL**

1. Transfer: Agreements are transferable between property owners but remain tied to the originally warranted property.

2. Cancellation: Home Warranty may cancel an agreement if issued based on fraudulent or misrepresented facts material to agreement issuance or claim filing, if payment is not received, or, in the case of seller (listing) coverage, the residential property covered under the contract is sold and no coverage is selected for buyer (closing) coverage. On any canceled agreement, the prorated current contract period cost of the agreement will be refunded minus any service costs and a standard 10% administration fee. If an agreement is canceled for lack of payment or fraudulent/misrepresented facts and service was provided on the agreement in excess of the amount collected by Home Warranty, homeowner will be responsible for the cost of service exceeding collected amount and any collection fees associated with securing payment. Homeowner may voluntarily withdraw from the agreement at any time by providing written notice but will receive no refund of agreement costs (unless otherwise noted in the miscellaneous section of the agreement).

3. Renewal: Agreements are renewable at Home Warranty's discretion and where permitted by law. Home Warranty will notify homeowner of renewal rate and agreement terms if applicable. Plan renewals take effect from the expiration of the original contract period and are for a period of 1 year. Any renewals affected after the expiration date of the contract period will be subjected to a 30-day waiting period before coverage will resume.

MISCELLANEOUS

Service plan is subject to state and local sales taxes where applicable. Home Warranty reserves the right to change/amend plan prices, coverage, or agreement terms without notice. Customer agrees to settle all disputes associated with this agreement by final and binding arbitration unless Home Warranty waives this right or the laws of the state where the Covered Property is located requires otherwise. The parties agree that if a dispute cannot be resolved, trial courts within the county where the Covered Property is located will have exclusive jurisdiction to try the dispute. WITHOUT REGARD TO CONFLICTS OF LAW ANALYSIS ANY

OBJECTIONS AS TO JURISDICTION OR VENUE IN SUCH COURT ARE EXPRESSLY WAIVED. Unless otherwise required by the laws of the state where the Covered Property is located, this Contract will be governed, construed and enforced in accordance with the laws of the state of Iowa without regard to principles of conflicts of law. Purchase of this warranty may result in Home Warranty paying a fee or commission to the broker or sales associate who obtained the sale. Home Warranty operates as Home Warranty of the Midwest, Inc. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

Iowa Residents: The issuer of this contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints that are not settled by the issuer may be sent to the Insurance Division.

Illinois/South Carolina Residents: Agreement holder may cancel this agreement at any time and receive, minus a cancellation fee of the lesser of 10% of the agreement price or \$50, a refund in one of the following amounts. If canceled within the first 30 days of purchase and no service has been provided, a full refund of the purchase price. If after the first 30 days or service has been provided, a prorated portion of the agreement cost based on the ratio of whole paid months between the agreement end date and the requested date of refund compared to the total time of the agreement period purchased minus any service costs incurred by Home Warranty under the agreement.

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 service contract shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within 60 days after the claim has been filed with the maker: United States Fire Insurance Company, 11490 Westheimer Rd, Suite 300, Houston, TX 77252-2807.

Oklahoma Residents: In Oklahoma, Home Warranty is operating under First Home Warranty of the Midwest.

South Carolina Residents: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800)768-3467. This agreement is not an insurance contract. A 10% penalty per month shall be added to a refund that is not paid or credited within 45 days after return of the service contract to the provider.

Wisconsin Residents: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If you cancel this plan, no deduction shall be made from the refund for the cost of any services received. Purchaser may, within 15 calendar days of the delivery of the warranty contract, reject and return the warranty contract for a full refund less actual costs or charges needed to issue and service the warranty contract. 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.

TEXAS RESIDENTS—You may cancel this Agreement at any time for any reason. If the Agreement is cancelled after the initial 7-day cancellation period, the homeowner shall be entitled to a prorated current contract period cost of the agreement minus any service costs and a standard 10% administration fee.

This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, (512)936-3049. 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 CONTRACT. 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: _____
(Will be provided by Home Warranty)

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.



Home Protection Plan Registration

For questions, call toll-free (877) 977-4949

I. Covered Property Information

Address of Covered Property: _____

City/State/Zip Code: _____

Agent who first introduced warranty into home sale transaction:

Listing Agent Buyer's Agent None (Direct Sale)

II. Buyer Information

Name: _____

Primary Phone: () _____ Email: _____

Real Estate Company: _____

Agent: _____ Phone: () _____

Agent Email Address: _____

III. Seller Information

Name: _____

Seller's New Address: _____

City/State/Zip Code: _____

Primary Phone: () _____ Email: _____

Real Estate Company: _____

Agent: _____ Phone: () _____

Agent Email Address: _____

Verification of seller coverage should be sent to which address?

Covered Property Address Seller's New Address

IV. Closing Company Information (only needed if invoicing)

Closing Company: _____

Closer's Email: _____

Closing Company Fax: () _____ Closing Date: _____

V. Seller Heating, Air, and Water Heater Coverage

Does the seller want to schedule a HVAC & Water Heater inspection? Yes No

Ordering Instructions

Contact Home Warranty with completed registration information using one of these methods:

Online: homewarrantyinc.com

Email: info@homewarrantyinc.com

Phone: (877) 977-4949 • **Fax:** (866) 977-4949

Mail: Home Warranty
P.O. Box 1 • 303 S. Second Ave.
Rock Rapids, IA 51246

VI. Select Coverage

Prices valid until 12/31/2019. After that, call or verify prices online at homewarrantyinc.com. For multi-unit properties, call for pricing.

Seller (Listing) Coverage 6 Months FREE

Seller Options

Seller Options Fees are due at the time of warranty registration.

Pre-Paid Seller Heating, Air, and Water Heater **\$75**
(no inspection required)

Seller Heating, Air, and Water Heater **Free**
(upon satisfactory inspection by a professional heating and cooling contractor)

Extra Heating Unit..... **x \$50/ea.** \$ _____

Extra Cooling Unit..... **x \$50/ea.** \$ _____

Extra Water Heater **x \$50/ea.** \$ _____

Buyer (Closing) Coverage..... \$525

New Construction.....\$1,000 Discount

New Construction coverage starts one year after the close of sale.

A minimum of 4 years coverage is required for discount.

Buyer Options

Buyer Premium Upgrade **\$75**

Pool..... **\$200**

Spa..... **\$200**

Pool/Spa with Shared Equipment..... **\$200**

Well Pump..... **\$85**

Jetted Bathtub..... **\$60**

Plumbing Stoppages..... **\$75**

Water Softener..... **\$30**

Ice Maker **\$30**

Septic System Pumping/Septic Tank and Pump **\$75**

UNKNOWN Pre-Existing Conditions
(No Inspection Available)..... **\$75**

Buyer Extras

Extra Heat Pump **x \$120/ea.** \$ _____

Extra Heating Unit..... **x \$60/ea.** \$ _____

Extra Cooling Unit..... **x \$60/ea.** \$ _____

Extra Water Heater **x \$50/ea.** \$ _____

Extra of Other Items..... **x \$30/ea.** \$ _____

List Buyer Extras: _____

Subtotal: _____

Multi-Year Subtotal (_____ Years x Subtotal): _____

New Construction Discount: _____

Sales Tax (NC/NM/SD/WV Only): _____

Call or register online for accurate applicable sales tax

Total: _____

VII. Agreement

Purchase or registration of this plan implies consent to all agreement terms and conditions.

This plan does not cover any known pre-existing conditions (unless UNKNOWN Conditions option is purchased or otherwise qualified for) and requires all appliances and mechanical systems to be in normal working condition when this plan takes effect. Home Warranty does not require, but strongly encourages, inspections of covered items (especially heating and cooling systems) by professional contractors in order to help reduce or eliminate the risk that an item will be precluded from coverage due to a pre-existing condition.

A **\$75 service fee** per incident is due at the time of service.

Agreement Number: _____

(Will be provided by Home Warranty)