Home Protection Plan Agreement

For service or questions, or for multi-unit pricing and terms, call toll-free (877) 977-4949 or visit homewarrantyinc.com.

This Home Protection Plan ("Agreement") is between the provider, Home Warranty of the Midwest, Inc., P.O. Box 1, Rock Rapids, IA, 51246, (877) 977-4949 ("We", "Us", and "Our") and the purchaser ("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.

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.**
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 and/or expiration of listing or coverage (whichever occurs first). We may, at Our 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 14 days of the start of the coverage, extra coverages will be removed from coverage and may not be added later. 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 Our 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 and continues for 14 months unless multiple year coverage is purchased. Initial payment for the warranty must be received by Us not more than 14 days after closing. If payment is later than 14 days, the warranty 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 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 30-day 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 1 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 pricing. Coverage starts at closing for Year 1-4 coverage or 1 year from the date of close for Year 2-4 coverage 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 **$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 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. We will determine, at Our sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, 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. In some instances, We may provide cash in lieu of repair services. This amount is based on what We 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 government mandated restrictions, parts availability, non-readable or missing make, model or serial numbers will be assessed a repair estimate based on a comparable repair. If You elect to replace equipment with used equipment (from eBay, Craigslist, and the like), the replacement equipment will be subject to a **30-DAY WAIT IN CLAIMS.**
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 4 hours during normal working hours and 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 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 toll-free 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 prior to agreement expiration with the initial service call made 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 for the particular item below, the item or part is not covered.

UNDETECTABLE PRE-EXISTING CONDITIONS

Available to the 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 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 $1,500 aggregate for all heating and air related claims and $1,000 aggregate for all water heater related claims during the seller Agreement period.

Buyer coverage (standard): Coverage is limited to $2,500 aggregate for all heating and air related claims (unless the Enhanced HVAC Plus Option is purchased) and $1,000 aggregate for all water heater related claims during the buyer Agreement 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; boiler zone control valves; heat exchangers; heating elements; igniter and pilot assemblies; 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 **(up to $20 per pound)** on all authorized sealed system repairs. *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.* NOT COVERED—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 conversion to R410a); and units located in detached garages. Smart thermostats will be replaced with regular thermostats or given cash equivalent.
2. **Air Exchanger**
   COVERED—All parts and components except: NOT COVERED–Filters; and low-voltage remote control systems.
3. **Ductwork**
   COVERED—Accessible ductwork from covered unit to point of attachment on register/grill. NOT COVERED—Insulated, concrete encased or inaccessible ductwork; and relining.

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; and 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; 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; and relining. Gas lines will be subject to a 30 day wait in claims before coverage can apply and a **$500 limit per contract period.**

2. **Plumbing Stoppages (buyer coverage only)**
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 $250 per 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); and use of video or camera.

3. **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 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.

4. **Sump Pump**
COVERED—Permanently installed sump pump (ground water only). NOT COVERED—Sewage ejector pumps or lift stations; any unit located outside the covered home; and backup battery power supply and pump.

5. **Garbage Disposal**
COVERED—All components and parts except: NOT COVERED—Failures due to stoppages.

6. **Central Vacuum**
COVERED—Motor, relay, and switches. NOT COVERED—Hoses, receptacles and attachments; inadequate capacity; piping; and blockages.

7. **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 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; touch or keypads; reprogramming; failure caused by improper installation; and counterbalance mechanisms.

8. **Trash Compactor**
COVERED—All components and parts except: NOT COVERED—Lock and key assemblies; and removable buckets.

9. **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; handles; meat probe assemblies or rotisseries; and venting components.

10. **Kitchen Refrigerator**
COVERED—All components and parts except: 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. **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. **Coverage on refrigerators is limited to $1,500 per contract period.**

11. **Dishwasher**
COVERED—All components and parts including 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; soap/rinse aid dispenser; handles and knobs; racks; door seals/gaskets; baskets; and rollers.

12. **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; glass; self-cleaning function; handles and knobs; convection function; venting; and door seals/gaskets. Thermostatic controllers will only be replaced with standard controls.

13. **Clothes Washer**
COVERED—All components and parts except: NOT COVERED—Fabric softener dispensers; filter screens; knobs and dials; and damage to clothing.

14. **Clothes Dryer**
COVERED—All components and parts except: NOT COVERED—Venting; knobs and dials; and damage to clothing.

OPTIONAL COVERAGES (Buyer Only)

1. **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; and resin bed or resin replacement.

2. **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 $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; and cost associated with gaining access to electrical, component parts, or plumbing.

3. **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; 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.

4. **Buyer Premium Upgrade**
COVERED—Haul away; disposal; code violations/permits **(up to $250 per contract period)**; expansion tanks; toilet replacement **(up to $200 per contract period)**; failures due to lack of maintenance; failures due to sediment or scale; bathroom exhaust fans; dish racks; rotisseries; rollers; window air conditioning units; and appliance handles and knobs.

Emergency Window Air/Portable Heating Units/Emergency Lodging: if without heat/air for more than 48 hours from contractor diagnosis during a situation that endangers health and safety, We provide **up to $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 $100/night for maximum of $500 per contract period.** Must remit proof of lodging or receipts for reimbursement. We will not duplicate coverage already provided by the service company. **Coverage under the Buyer Premium Upgrade is limited to an aggregate of $1,000 per contract period.**

5. **SurgeShield® and SurgeShield Plus**
See Addendum.

6. **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—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.

7. **Enhanced HVAC Plus**
COVERED—Adds additional $2,500 in coverage to the HVAC units covered in the base plan. Condensate pump; crane use **(up to $250)**; failures due to lack of routine maintenance; system modifications to bring non-failed parts into R410a compatibility **(up to $500 per contract period)**; initial refrigerant charging up to $20 per pound; refrigerant conversion due to EPA recommendations/ recapture/reclamation **(up to $250 per contract period);** labor concession for items covered under manufacturer warranty; haul away; and disposal.

8. **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 30 days after the start of the main warranty and continues until the end of the main contract 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. **Coverage limited to $1,000 per contract period.**

9. **Limited Slab Leak**
   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). NOT COVERED—Relining. **Coverage is limited to $1000 per contract period.**

10. **Pool or Spa**
    COVERED—Primary pump motor and assembly; and 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—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; 2 and 3-way valves; any concrete encased, below-ground, or inaccessible system or components; failure due to improper pH levels; and salt water cell or circuit board.

ACTIVE MILITARY DISCOUNT

Current 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 $20 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 discount allowed per household on newly purchased properties only.

LIMITS OF LIABILITY

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. (SurgeShield covered items are exempt.)
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 except for central air conditioning or heat pump units, 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 (included 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 due to a removed manufacturer's model and serial number tag.
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 damages 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) due to the failure of, or lack of timely repair or replacement of, an appliance or system.
13. Removal or reconstruction of, or subsequent or incidental damage to, systems; appliances; units; 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 (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.
17. **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 $5,000 per covered item or $15,000 aggregate during the Agreement period.**
18. 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 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 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. Cancellation becomes effective at the end of the current month of coverage:**
   a. **If You cancel this Agreement within the first 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 45 days, a penalty of 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 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 $50 or 10% of the purchase price, unless otherwise stated below in "STATE-SPECIFIC AMENDMENTS."**
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 auto-renew in perpetuity unless We are notified in writing of Your wish to cancel. Plan renewals take effect from the expiration of the original Agreement period and are for a period of 1 year. Any renewals effectuated after the expiration date of the Agreement will be subjected to a 30-day waiting period before coverage will resume.
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

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. Customer agrees to settle all disputes associated with this Agreement exclusively through final and binding arbitration, unless the laws of the state where the Covered Property is located requires otherwise, 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 warranty 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 $25 or 10% of the purchase price of the Agreement will be assessed on any cancellation after 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 48 hours after We return Your call or as otherwise agreed.

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 60 days after You have filed the proof of loss.

Illinois residents: A cancellation fee of the lesser of $50 or 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 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 45 days to 30 days.**

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 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 5 days' notice of cancellation.

Nevada residents: 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. 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 30 days from the date of purchase or after a claim has been made, a cancellation fee of the lesser of $25 or 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 15 days written notice of the event.

New Mexico residents: The time period for payment of a full refund before a penalty is assessed is amended from 45 days to 60 days. We may not cancel this Agreement once it has been in effect for 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 (Oklahoma ID #503353503).

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: Service under this Agreement will be initiated within 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. This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. This Agreement shall be construed, and the legal relations between the parties determined, in accordance with the laws of the State of Utah.

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.

SURGE SHIELD TERMS AND CONDITIONS

These Surge Shield Terms and Conditions ("Terms") shall govern Your purchase of the Surge Protection Service Plan ("Plan") from the Obligor for Your Covered Property located at Your Residential Address. This Plan is not a contract of insurance. Unless otherwise regulated under state law, the contents under this Plan should be interpreted and understood within the meaning of a "service contract" in Public Law #93-637.

1. DEFINITIONS.

1.1 Administrator means Home Warranty of the Midwest, Inc., with offices located at 303 S 2nd Ave., Rock Rapids, IA 51246.

1.2 Aggregate Annual Claim Limit means the maximum that the Obligor will pay You for aggregate losses for all Claims from You received within a twelve-month (12) period from the Effective Date and every twelve-month period thereafter pursuant to these Terms and in accordance with Exhibit A.

1.3 Claim means Your request for payment, pursuant to these Terms, for Failure of Covered Property caused by a Power Surge.

1.4 Coverage Limit means the maximum that the Obligor will pay You for any one Claim and Power Surge event.

1.5 Covered Property means the categories of products set forth in Exhibit A that are owned by a household member, and that are located at Your Residential Address set forth in the Electronics Rider, or the Appliance and Systems Rider, or both, depending upon the coverage is selected by You, subject to the exclusions of Section 2.2 below.

1.6 Effective Date means the effective date of the coverage under the Plan as set forth in Exhibit A.

1.7 Exhibit A means the Exhibit A (Coverage Summary) attached hereto.

1.8 Failure means that Covered Property becomes inoperable and unable to perform its designed function.

1.9 Obligor means Home Warranty of the Midwest, Inc., located at 303 S 2nd Ave., Rock Rapids, IA 51246.

1.10 Obligor Entities means Obligor, its parent, their affiliates, subsidiaries and their respective officers, directors, employees, contractors, and assigns.

1.11 Plan Fee means the monthly or annual fee for the Plan set forth in Exhibit A, plus applicable state sales tax, that you agree to pay.

1.12 Power Surge means an occurrence of a sudden and non-continuous increase or burst of electricity or electrical current, caused by natural or man-made events including lightning strikes, power returning after an outage, and wildlife interfering with power lines.

1.13 Replacement Value means the cost (excluding all applicable transactional taxes and deliveries and/or shipping costs), at the time of the Claim, to purchase property of like kind and quality and of comparable performance to the applicable Covered Property.

1.14 Residence means Your residence owned by You and used solely by You and your family for residential purposes.

1.15 Residential Address means the designated location of Your Residence, as set forth in the Rider(s), and any subsequent Residence within the service area of Obligor. You may contact Administrator for information regarding the service area of Obligor.

1.16 Rider means an attached exhibit which describes the Plan terms.

1.17 Technician means a licensed and insured individual and/or entity in the particular trade that is qualified to assess the damage to the Covered Property caused by a Power Surge.

1.18 You or Your means the account name of record with Administrator for the Residence and who is the purchaser of the Plan.

2. SCOPE OF PLAN.

2.1 Plan Coverage. In consideration of payment of the monthly or annual Plan Fee and subject to the Terms, the Plan provides for reimbursement, by the Obligor of the repair of the Covered Property, or if not repairable in accordance with Section 3.1, the Replacement Value of the Covered Property, in the event that Your Covered Property is subject to a Power Surge that results in a Failure of the Covered Property, plus reasonable Technician costs or fees associated with the evaluation or determination of the cause of Failure (Technician diagnostic fee, trip charge, etc.). If a like kind or quality product is unavailable, at the Obligor's discretion, You may receive the Replacement Value of a product that is the most comparable replacement of the Covered Property. In no event will the reimbursement by the Obligor of the Replacement Value of the Covered Property exceed the original purchase price of the Covered Property (excluding all applicable transactional taxes and delivery and/or shipping costs). The Plan Fees charged for the Plan are not subject to regulation by the Office of Insurance Regulation of the Financial Services Commission. Neither the Administrator nor the Obligor shall have an obligation to pay a Claim if You are in default of Your obligations to make payment of the monthly or annual Plan Fee.

2.2 **Property Not Covered. The Plan does not cover the following:**

a. Failure of Covered Property prior to the Effective Date;

b. Damage to any property not specifically named as Covered Property in Exhibit A, including but not limited to medical or life support equipment, antiques, plumbing;

c. Failure of Covered Property due to any cause other than a Power Surge, including but not limited to Failure resulting caused by normal wear and tear, accident, abuse, misuse, unauthorized product modifications or alterations, failure to follow the manufacturer's instructions, vandalism, Acts of God (such as fire, windstorm, flood, hurricane or other similar acts) other than lightning, continuous steady over-voltages as a result of power delivery system damage or flaws, or a caused by an onsite backup generator;

d. Damage to any property not owned by a household member or located at the Residential Address at the time of loss;

e. Any property that is not used for residential purposes, including but not limited to property located in a dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school, and property that is used commercially.

f. Failure of Covered Property not reported in a Claim within thirty (30) days of the date of the applicable Power Surge.

g. Any losses, costs of fees not directly related to the Replacement Value of the Covered Property, including but not limited to loss or corruption of data and/or the restoration of software and operating systems associated with any Covered Property, any costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system, service line or component, or part thereof, any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment or as necessary to comply with federal, state, and local law, code, regulation, or ordinance, and any fees or costs associated with the removal, installation or re-installation, and/or disposal of (1) old and/or replacement systems, (2) service lines and/or (3) components, and any fees or any costs related to disposal fees arising from hazardous or toxic material, or asbestos.

h. Covered Property and or any components that do not meet industry standards; and

i. Failure of Covered Property that is covered by any insurance policy or other service plan or service warranty.

2.3 Administration. The obligations of the Administrator under the Plan shall be limited to the collection and processing of monthly or annual Plan Fees and cancellations, the processing of Claims, the distribution of Claim payments on behalf of the Obligor, and termination of participation in the Plan. BY ENROLLING IN THE PLAN, YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL ADMINISTRATOR BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY DAMAGES RESULTING FROM THE OBLIGOR'S OR THE OBLIGOR'S NON-PAYMENT OF ANY CLAIM.

3. FILING A CLAIM.

3.1 Claims Process. The following describes the Claims process that must be followed in order to seek reimbursement for the repair, or if not repairable, for Replacement Value of Your Covered Property, in the event of a Failure of Your Covered Property caused by a Power Surge:

a. You must obtain a Claim form by either contacting the Administrator or downloading a Claim form from Administrator's web site.

b. The Claim form must be completed in full and returned to the Administrator within thirty (30) days from the date that You discovered a Failure to Covered Property caused by a Power Surge.

c. Your Claim form must include a copy of Your invoice from the Technician that satisfies the requirements of Section 3.1.d below.

d. The invoice from the Technician must (i) be on business letterhead including name, address, and telephone number of the qualified Technician (ii) must include a complete description of Covered Property, and (iii) the cost of the repair of the Covered Property, or a statement that such Covered Property is not repairable.

e. If the Covered Property is not repairable, You must also submit a receipt for, or documentation reasonably establishing the Replacement Value.

3.2 Qualified Technician. The Obligor and Administrator reserve the right in all cases to determine, in their reasonable discretion, if a particular Technician is qualified. In order to obtain customer service related to any Claim, Administrator may be contacted at 1-877-977-4949 from 8am - 5pm Central Standard Time, Monday - Friday or send correspondence to 303 S. 2nd Avenue, Rock Rapids, IA 51246.

4. WARRANTY. The Obligor and Administrator warrant that their obligations under these Terms will be performed in a professional and workmanlike manner. NO OTHER WARRANTY OR REMEDY OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES

ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY.

5. TRANSFERABILITY. If You move to a new Residence within the service area of Obligor, You agree to automatically have Your Plan coverage transferred to the new Residential Address, and for continued billing of the monthly or annual Plan fee, on the date you provide in Your notice, provided you follow the administrative process of the Administrator for transfer as outlined below. If You change Residence, You must notify Administrator by calling toll-free at 1-877-977-4949, within thirty (30) days. Transferability is NOT automatic and is subject to availability. If You fail to notify Administrator and you move outside of the service area of Obligor, then the Plan coverage shall be automatically terminated at the discretion of Obligor, and no premiums shall be returned to You. If You fail to notify Administrator and you move within the service area of Obligor, you risk the coverage of Your plan if for failure to notify of You move as required herein. A change in rates may apply to a transferred plan. In the event of a higher rate for a new Residence, you agree to be billed for the difference in rates.

6. LIMITATIONS OF LIABILITY.

6.1 Waiver of Non-Direct Damages. IN NO EVENT SHALL THE OBLIGOR ENTITIES OR ADMINISTRATOR OR ITS AFFILIATES (COLLECTIVELY, "PLAN ENTITIES") BE LIABLE TO YOU OR ANY OTHER PERSON FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OR EXPENSES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS OR REVENUE, LOST BUSINESS, LOSS OF USE OF THE COVERED PROPERTY OR ANY CONNECTED OR ASSOCIATED EQUIPMENT OR SOFTWARE, LOSS OR DAMAGE, COST OF CAPITAL, COST OF SUBSTITUTE OR RENTAL EQUIPMENT, SERVICE OR SOFTWARE, DOWNTIME, THE CLAIMS OF THIRD PARTIES, AND INJURY OR DAMAGE TO NON-COVERED PROPERTY) EVEN IF PLAN ENTITIES OR ITS CONTRACTORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY LAW IRRESPECTIVE OF WHETHER LIABILITY IS CLAIMED, OR FOUND TO BE BASED IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE, WARRANTY OR STRICT LIABILITY).

6.2 Maximum Liability. The total liability of the Obligor Entities to You or any third party, for any and all claims arising from or related in any way to the Plan (whether in contract, tort, strict liability, or otherwise) is limited (1) per Claim to the Coverage Limit set forth in the attached Rider(s), and (2) in the aggregate during any twelve (12) month period from the Effective Date pursuant to these Terms and in accordance with the Aggregate Annual Claim Limit set forth in the attached Rider(s).

6.3 External Coverage. If Your claims are covered by another insurance or warranty plan, then this policy is secondary, and the other coverage shall be primary.

7. FORCE MAJEURE. The Obligor and Administrator shall not be responsible to You in an event or circumstance that is not reasonably foreseeable, or that are beyond the reasonable control of and not caused by the Obligor or Administrator. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), hurricanes, tropical storms, tornadoes, severe wind, or electrical storm, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions, floods, strikes, lockouts, supply shortages or other labor disputes or difficulties.

8. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL, WAIVER OF CLASS ACTION. These Terms and the Plan shall be governed by the laws of the State of Iowa. Any suit relating to these Terms or the Plan shall be instituted in any state or federal court in Lyon County, Iowa, and the parties submit to the sole and exclusive personal jurisdiction of such court. BY SIGNING UP FOR THE PLAN, YOU AGREE TO WAIVE ANY RIGHT TO HAVE A TRIAL BY JURY IN RESPECT TO ANY LITIGATION WITH ADMINISTRATOR OR OBLIGOR BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED OR RELATED WITH, THESE TERMS, THE PLAN, AND/OR THE PERFORMANCE OF SERVICES PROVIDED BY THE OBLIGOR AND ADMINISTRATOR. You agree to only bring any Claim against the Obligor or Administrator in Your individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. While this provision is mandatory, the outcome shall be non-binding on the parties, and either party shall have the right to reject the award and bring suit in a court of competent jurisdiction. This action will take place in Lyon County, Iowa.

9. SEVERABILITY. If any provision of these Terms or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Terms, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of these Terms shall be valid and enforceable to the fullest extent permitted by law.

10. ASSIGNMENT. The Obligor or Administrator may, in their sole and unrestricted discretion assign, delegate, transfer, subcontract or otherwise dispose of its obligations hereunder to an affiliate or subsidiary, or other third party without notice to you. However, You shall not assign, delegate or otherwise dispose of Your obligations hereunder without the written consent of the Obligor or Administrator. Any such assignment in violation of this Section shall be null and void.

11. TERM, TERMINATION, RENEWAL AND REFUNDS.

11.1 Term. Coverage under this Plan begins on the Effective Date and will continue on a month-to-month basis until terminated pursuant to this Section.

11.2 Termination. Upon notice to You in any reasonable form, the Obligor or Administrator may terminate Your Plan in the event that (a) any regulatory agency promulgates any rule or order which in effect or application substantially impedes the Obligor or Administrator from fulfilling its obligations hereunder, or materially and adversely affects the ability of the Obligor or Administrator to provide the Plan under these Terms, (b) You breach any term or condition contained herein, including without limitation, Your obligation to make payment of the monthly or annual Plan Fee by the due date of Your bill, or for fraud or material misrepresentation by you, or (c) the Obligor or Administrator, for its convenience and in its sole discretion, makes a commercial decision to (i) generally discontinue the Plan, or (ii) to discontinue Your specific participation in the Plan. You may terminate Your Plan at any time upon thirty (30) days written notice to Administrator.

11.3 Renewal. This Plan automatically renews on a month-to-month basis unless terminated by you, the Obligor or Administrator in accordance with Section 11.2. The Obligor or Administrator reserves the right to change the Plan Fees and/or coverage applicable to any renewal term. However, You will be notified of any such change(s), not less than forty-five (45) days prior to any renewal term.

11.4 Refunds. You will receive a full refund of any Plan Fee(s) if You provide Administrator a written request for refund within seven (7) days of the Effective Date and You have not filed a Claim pursuant to Section 3. The Administrator will process refunds within thirty (30) days. In the event that You terminate Your participation in the Plan pursuant to Section 11.2, the Administrator will process Your notice of termination within thirty (30) days of receipt and no refunds shall be due to you.

12. AUTHORITY. You represent to the Obligor and Administrator that You have the authority to enter into and bind You to these Terms, and that You shall bear all costs attributable thereto, and You shall, at Your own expense, defend, indemnify and hold the Obligor and Administrator harmless from and against all liability, loss or damage (including attorneys' fees) assessed against, suffered or incurred by the Obligor or Administrator as a result of an allegation or claim that You did not have such authority.

13. ENTIRE AGREEMENT. These Terms and attached Rider(s) are the entire understanding between the parties, and supersedes all prior agreements, representations and communications regarding this subject matter. The headings in these Terms are provided for convenience of reference only and shall not affect the construction of the text of these Terms. Obligor or Administrator reserves the right to make non-material updates (e.g., phone number, mailing address) and prospectively change these Terms from time to time by posting updated Terms at www.homewarrantyinc.com. You agree to the obligation to periodically review such location for authorized non-material updates to these Terms. Continued participation in the Plan after any such posted changes shall constitute your acknowledgment of and consent to such non-material changes. Notwithstanding the above, the Obligor or Administrator will provide you with written notice of any changes to the Terms that are material whether beneficial or adverse to you.

SURGE SHIELD PLUS
EXHIBIT A - ELECTRONICS RIDER

COVERAGE SUMMARY		
PLAN NUMBER:	EFFECTIVE DATE:	PLAN FEE: $12 / MONTH or $144/year plus tax (if applicable)
COVERAGE LIMIT: $5000/Claim	AGGREGATE ANNUAL CLAIM LIMIT: $10,000	
PLAN PURCHASER ("You or Your"):		
RESIDENTIAL ADDRESS:		

COVERED PRODUCTS	
TELEVISIONS	TABLETS & NETBOOKS
GAMING SYSTEMS	LAPTOP COMPUTERS
VIDEO SURVEILLANCE / ALARM MONITORING SYSTEMS	DVD / DVR / BLU-RAY & STREAMING MEDIA PLAYERS
DESKTOP COMPUTERS	KEYBOARDS / MOUSES
STORAGE DEVICES	AUDIO TUNERS / RECEIVERS / AMPLIFIERS
HOME THEATER SOUND SYSTEMS (SPEAKERS, SOUND BARS)	PRINTERS
DIGITAL CAMERAS	NETWORKING & WIRELESS DEVICES
MONITORS	PROJECTORS
LED LIGHT BULBS	

SURGE SHIELD
EXHIBIT A - APPLIANCE RIDER

COVERAGE SUMMARY		
PLAN NUMBER:	EFFECTIVE DATE:	PLAN FEE: $7/ MONTH or $84/year plus tax (if applicable)
PER CLAIM LIMIT: $5,000.00	AGGREGATE LIFETIME CLAIM LIMIT: $10,000.00	
PLAN PURCHASER ("You or Your"):		
RESIDENTIAL ADDRESS:		

COVERED PRODUCTS AND EXCLUSIONS

A. **Covered Products**. This Appliance Rider provides coverage for physical damage to Covered Appliances as defined below, caused by a Power Surge. "Covered Appliances" must be located within the residence or within four (4) feet of the residence and include only residential grade central air conditioners, furnaces, heat pumps, boilers, standard thermostats, clothes washers and dryers, refrigerators, freezers, dishwashers, garbage disposals, ovens, stoves, microwaves, hot water heaters, garage door openers, central vacuum (motor only), water softeners (motor only), sump pumps, ceiling fans

B. **Exclusions**. Covered appliances do not include anything not specifically listed above in Section A and is subject to the exclusions of the Terms and Conditions. For the avoidance of doubt, coverage excludes (a) bodily injury to persons, (b) damages resulting from operation of the covered appliance under conditions exceeding its manufacturer's published specifications, such as surges beyond its capability, continuous steady over-voltages, voltage sags (commonly known as brownouts), under-voltages and open neutrals, as a result of power delivery system damage or flaws, (c) damages to wiring, electrical outlets, breaker panels, and meter sockets, (d) detached buildings, stand-alone buildings or buildings attached via breezeway or other such structures, (e) generators and damages caused by a customer's on-site backup generator, (f) elevators and elevator equipment, (g) electric cars or supplemental equipment associated with electric cars, (h) solar equipment, (i) any damages other than physical damage to Covered Appliances. (j) stand-alone "electronic equipment" using microchip or transistor technology, such as but not limited to, computers, stereos, televisions, DVD players, and security systems, (k) medical or life support equipment, or damage caused by a direct lightning strike not carried down the utility power lines or passing through the transformer and then the Covered Appliance.