Protect what matters

home protection PLAN

2020-21

Home Warranty℠

"Home Warranty, Inc. is the best ever. They explain everything to you on the initial call. They use reputable contractors for the job required, usually same day service."

– Cheryl R. (via BBB)

BBB A+ Rating

(877) 977-4949 toll-free
homewarrantyinc.com
Home Warranty of the Midwest, Inc.

©2020

14 Months of Coverage!

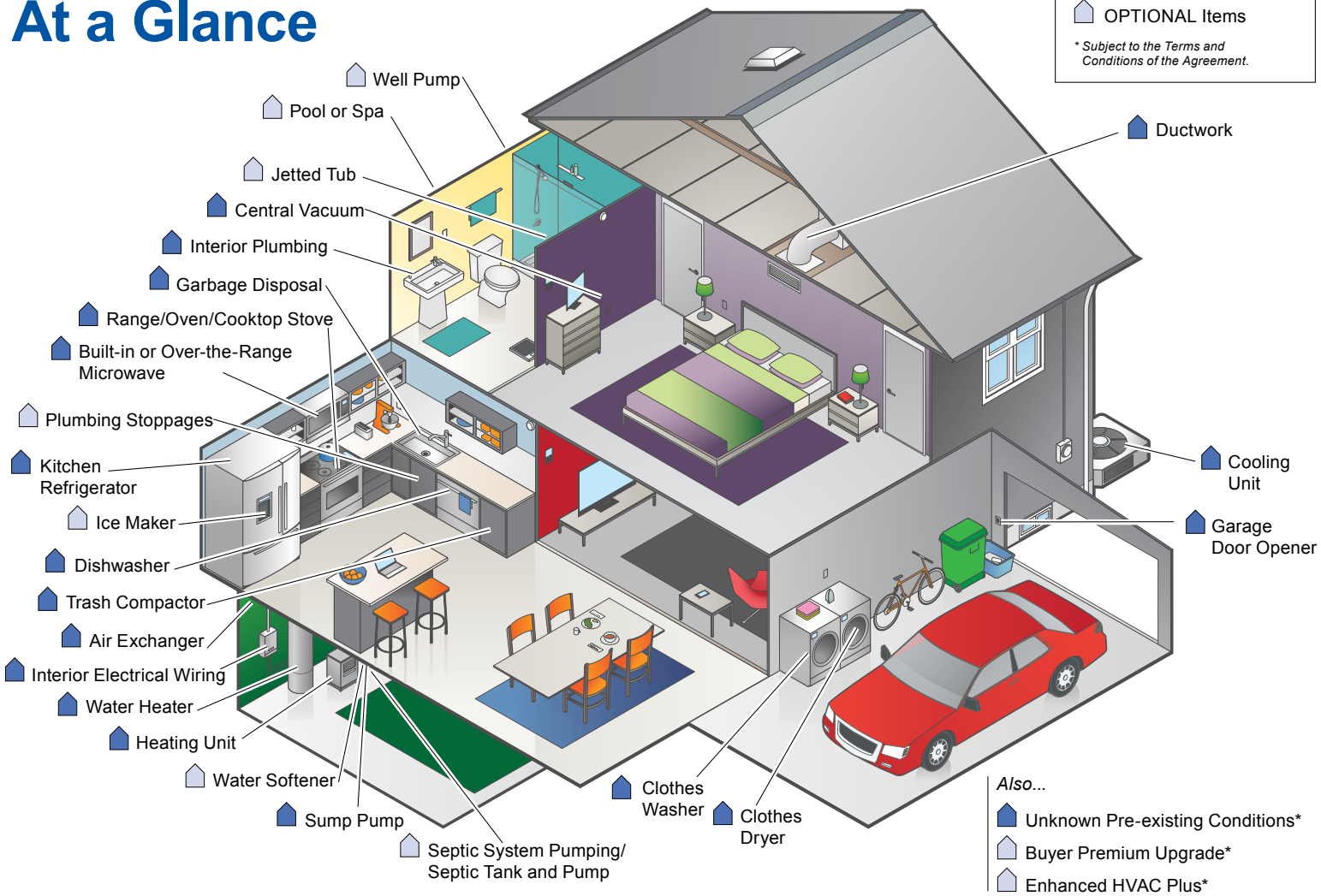
Plus...

- **Enhanced HVAC and Refrigerant Protection!**
- **24/7/365 LIVE Call Answering**
- **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**

Home Protection Plan: BUYER'S Covered Items

At a Glance

COVERED Items
OPTIONAL Items
** Subject to the Terms and Conditions of the Agreement.*



Also...
- Unknown Pre-existing Conditions*
- Buyer Premium Upgrade*
- Enhanced HVAC Plus*

What Others Are Saying

I have had this warranty for five years, and I'm so glad for it! We purchased it when we bought the house as the appliances were high end but 10 years old. We have used it several times, it has more than paid for itself. Great customer service.
— Melody S. (via Google)

Slick process! Called in our claim Thursday afternoon. Technician showed up Friday morning. He needed to order a control board for our washer. By Monday morning our part was installed and our washer was fully operational. Zero hassle to us.
— Matt M., (via BBB)

Excellent customer service, honest and professional.
— John O. (via BBB)

I'm a real estate Broker and have used Home Warranty, Inc. several years. They go above and beyond to serve their customers and send me a follow up postcard on the repairs/replacements they have done.
— Lisa P., Agent (via Google)

I recommend Home Warranty, Inc. to my clients and also use on my personal home. We have had two claims in the last two years and both were covered, no questions asked... Everyone is very helpful and cares. Thanks Home Warranty!
— Hannah F., Agent (via Google)

Home Protection Plan

Covered Items

	BUYER Coverage	SELLER Coverage
Heating Units	⌂	Available
Cooling Units	⌂	Available
Air Exchanger	⌂	Available
Ductwork	⌂	Available
Water Heater, Including Tankless	⌂	Available
Interior Water Lines	⌂	⌂
Interior Drain Lines	⌂	⌂
Interior Waste Lines	⌂	⌂
Interior Vent Lines	⌂	⌂
Interior Gas Lines	⌂	⌂
Breaker/Fuse Panel	⌂	⌂
Interior Electrical Wiring	⌂	⌂
Sump Pump	⌂	⌂
Garbage Disposal	⌂	⌂
Central Vacuum	⌂	⌂
Garage Door Opener	⌂	⌂
Trash Compactor	⌂	⌂
Built-in or Over-the-Range Microwave	⌂	⌂
Kitchen Refrigerator	⌂	⌂
Dishwasher	⌂	⌂
Range/Oven/Cooktop Stove	⌂	⌂
Clothes Washer	⌂	⌂
Clothes Dryer	⌂	⌂
Unknown Pre-Existing Conditions*	⌂	
Enhanced HVAC Plus *(add $100)* • Increases HVAC limit to $5,000 per contract period • Condensate pump • Crane use up to $250 • Failures due to lack of routine maintenance • R410a system compatibility modifications up to $500 • Initial refrigerant charging up to $20 per lb • Refrigerant recapture or reclamation • Labor concessions for items under manufacturer's warranty • Haul away • Disposal	Available	
Buyer Premium Upgrade *(add $50)* Up to $1,000 aggregate per annum for: • Haul away • Disposal • Code violations/permits up to $250 • Expansion tanks • Failures due to lack of routine maintenance • Failures due to rust/corrosion/sediment • Toilet replacement up to $200 • Dishwasher racks, rollers, baskets • Rotisseries • Appliance handles and knobs • Bathroom exhaust fans • Window AC units	Available	
Pool or Spa	Available	
Well Pump	Available	
Jetted Bathtub	Available	
Plumbing Stoppages	Available	
Water Softener	Available	
Ice Maker	Available	
Septic System Pumping/Septic Tank, Pump	Available	

** Subject to the Terms and Conditions of the Agreement.*

Protecting your home's systems and appliances since 1999

Home Warranty℠

Home Protection Plan Agreement

For service or questions, or for multi-unit or new construction pricing and terms, 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). We 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 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 15 days after closing. If payment is later than 15 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.

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 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 its 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 is not responsible for matching brand, dimensions, colors or features non-essential to the core function of the item.

In some instances, We may provide cash in lieu of repair or replacement 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.

3. We have 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 Us except in the case of emergency repairs described below.

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 their own discretion but will be responsible for any additional fees associated with expediting the service. We reserve the right to obtain a second opinion. In the event of an after hours emergency, to obtain service please call toll-free 24/7/365 at (877) 977-4949 and remain on the line.

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.

UNKNOWN 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, 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–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 Agreement period.

Buyer (standard coverage): 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; zone control systems; 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; fan blades; pumps; refrigerant piping; reversing valves; and refrigerant 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; solar heating systems; pellet, corn cob or wood stoves; 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.

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—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; 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; and 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; and 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; and 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; and 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; touch or key pads; reprogramming; failure caused by improper installation; and counter balance mechanisms.

7. Trash Compactor. COVERED—All components and parts except: NOT COVERED—Lock and key assemblies; and 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; handles; meat probe assemblies or rotisseries; and convection function in a combination oven/microwave.

9. Kitchen Refrigerator. COVERED—All components and parts except: NOT COVERED—Ice makers; ice crushers, beverage dispensers and associated parts; handles and knobs; interior thermal shells or liners; food spoilage; and inaccessible refrigerant leaks.

10. 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; rinse aid dispenser; handles and knobs; racks; baskets; rollers.

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; glass; self-cleaning function; handles and knobs; and convection function in a combination oven/microwave. Thermostatic controllers will only be replaced with standard controls.

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

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

OPTIONAL COVERAGES *(Home Buyer Only)*

1. 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 recapture/reclamation; labor concession for items covered under manufacturer warranty; haul away; and disposal.

2. 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 rust, corrosion, or sediment; bathroom exhaust fans; dish racks; rotisseries; rollers; window air conditioning units; and appliance handles and knobs. **Coverage is limited to an aggregate of $1,000 per contract period.**

3. 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; and failure due to improper pH levels.

4. 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.

5. 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.

6. 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; and septic tanks (unless optional septic coverage is purchased).

7. 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.

8. 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; ice/beverage dispensers.

9. 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.

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, flood, fire, lightning, freezing, wind, earth movement, improper installation/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).
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, 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 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.
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 of the home, but remains tied to the originally warrantied systems and appliances.

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 fraud, 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. 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.

MISCELLANEOUS

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.

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 of this warranty may result in Us paying a fee or commission to the agent or sales associate who obtained the sale. 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

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.

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 requires 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 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 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.

Wisconsin residents: THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. A cancellation fee of the lesser of $50 or 10% of the purchase price of the Agreement will be assessed on cancellations by Us.

Home Warranty℠

Home Warranty of the Midwest, Inc.
303 S. Second Ave. | P.O. Box 1
Rock Rapids, IA 51246
e: info@homewarrantyinc.com | p: (877) 977-4949 | f: (866) 977-4949
homewarrantyinc.com

Home Protection Plan Registration

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)

Buyer Information

Name: _____

Primary Phone: ( ) _____ Email: _____

Real Estate Company: _____

Agent: _____ Phone: ( ) _____

Agent Email Address: _____

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

Closing Company Information (required only if invoicing)

Closing Company: _____

Closer's Email: _____

Closing Company Fax: ( ) _____ Closing Date: _____

Seller Heating, Air, and Water Heater Coverage

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

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 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: _____
(We will provide)

For multi-unit or new construction pricing and terms, call toll-free (877) 977-4949.

Select Coverage

Prices valid until 12/31/2021. After that, call or verify prices online at homewarrantyinc.com.

❑ 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..... $550

Buyer Options

❑ Enhanced HVAC Plus..... **$100**
❑ Buyer Premium Upgrade **$50**
❑ 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, Pump **$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): _____

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

Call or register online for accurate applicable sales tax

Total: _____