America's Preferred® Home Warranty

Start A Claim 24/7:
APHW.COM
800.648.5006



Home systems break. Your budget shouldn't.

You choose your own licensed contractor for all covered repairs.

Certain items and events are not covered by this contract. Please refer to limitations, restrictions and exclusions in the Terms and Conditions.

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer.

REAL ESTATE HOME WARRANTY PLAN

EXPBP499B

America's Preferred® Home Warranty

800.648.5006 | APHW.COM | aphwoffice@aphw.com

Service Contract Confirmation Page for:
Real Estate Warranty Plan

CONTRACT NUMBER:
21012680

CONTRACT HOLDER:
Jodi Franklin

COVERED HOME:
253 Heritage St
Belgium, WI 53004-9572

CONTRACT START DATE:
10/30/2026

CONTRACT END DATE:
10/29/2027

CONTRACT PLAN:
499B Supreme Warranty 1 Year $499-$100 ded Rev 1/24 Listing - Rev 1/24

CONTRACT FEE:

DEDUCTIBLE:
$100.00

MAXIMUM AGGREGATE LIABILITY:
$1,000.00

WAITING PERIOD:
NA

TRANSFERABLE:
Yes

CONTRACT OBLIGOR/PROVIDER:
AMERICA'S PREFERRED HOME WARRANTY
5775 ANN ARBOR ROAD, JACKSON MI 49201

CONTRACT ADMINISTRATOR:
AMERICA'S PREFERRED SERVICE CONTRACT ADMINISTRATION, INC.
5775 ANN ARBOR ROAD, JACKSON MI 49201
800.648.5006

CONTRACT INSURER:
STARR INDEMNITY & LIABILITY COMPANY
399 PARK AVE. 3RD FLOOR, NEW YORK, NY 10022
855.438.2390

CONTACT US:
800-648-5006 or aphwoffice@aphw.com or aphw.com

THE FOLLOWING ARE PART OF THE SERVICE CONTRACT:

Service Contract Amendment(s) include:

THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. The Cancellation Provision is modified by deleting (c), (d) and (e). If We cancel this Service Contract, We will provide at least five (5) days advance written notice including the reason for cancellation and the cancellation effective date. Binding arbitration must be agreed to by You and Us.

Confirmation Page (Continued)

Contract Number: 21012680

BUYER COVERAGE PLANS (Individual Limit of Liability for Covered Item Where Shown)	Included "X"

[] Buyer Standard Covered Items

- Attic and Exhaust Fans
- Built-In Dishwasher
- Built-In Microwave
- Built-In Oven
- Cooling System
  Central Air Conditioning (up to $2,250)
- Central Vacuum
- Concealed Plumbing or Electrical (up to $500 in total)
- Duct Work (up to $500)
- Electrical System
- Exterior Water and Sewer Line (up to $1,000)
- Free Standing Range/Cooktop
- Garage Door Opener
- Garbage Disposal
- Heating System
  Electric, gas, oil (up to $2,250)
  Steam, hot water, geothermal (up to $1,500)
- Heating and Cooling Combination System
  Including but not limited to gas pack and heat pump systems (up to $2,250)
- Hotel Benefits (up to $75/night for up to 3 nights)
- Humidifier (up to $500)
- Kitchen Refrigerator (up to $1,000)
- Permanently Installed Primary Sump Pump
  (no auxiliary systems) (up to $500)
- Plumbing
- Roof Leak Repair (up to $550)
- Septic System (up to $400)
- Washer and Dryer (up to $400 in total)
- Water Heater and Instant Hot Water Dispenser (up to $500 in total)
- Water Well Pump (up to $400)

[ ] Buyer Preferred Upgrade Package

- Built-in Dishwasher (Adds): *Racks, Baskets and Rollers*
- Built-in Microwave (Adds): *Interior Lining, Glass Door, Clocks, and Shelves*
- Central Air (Adds): *Refrigerant Recovery, Registers, Grills, and Cost of Crane up to $200*
- Central Heat (Adds): *Registers, Grills and Heat Lamps*
- Garage Door Opener (Adds): *Hinges, Springs, Keypads, and Remote Transmitters*
- Refrigerator (Adds): *Refrigerant recharge, Control Board, Ice Maker, Ice/Beverage Dispenser*
- Special Electrical Package (Adds): *Fire/Burglar Alarm, Light Fixtures, Doorbell, Ceiling Fan (located within the main dwelling) (up to $1,000 in total)*
- Toilets (Adds): *Replaced With Like Quality (up to $200 per occurrence)*
- Oven/Range (Adds): *Interior Lining, Clocks, Rotisseries, Racks, Handles, Knobs, Dials*
- Water Heater (Adds): *Failure due to Chemical, Mineral Deposits and Sediment Buildup*
- Code Violations (up to $250)

Buyer Optional Covered Items
[ ] Additional Refrigerators (up to $1,000)
[ ] Gas Fireplace (permanently installed) (up to $400)
[ ] Inground Pool/Spa (up to $600)
[ ] Premium/Salt Water Pool/Spa (up to $1,200)
[ ] Sprinkler System (up to $250)
[ ] Termite Control (up to $500)
[ ] Water Softener (up to $600)

SELLER COVERAGE PLANS (Individual Limit of Liability for Covered Item Where Shown)	Included "X"

[X] Seller Standard Covered Items

- Attic and Exhaust Fans
- Central Vacuum
- Duct Work (up to $500)
- Electrical System
- Plumbing
- Stoppages
- Water Heater (up to $500)

[ ] Seller Preferred Upgrade Package

(Must be chosen at time of listing)

- Built-In Dishwasher
- Built-In Microwave
- Built-In Oven
- Central Air Conditioning
- Free Standing Range/Cooktop
- Garbage Disposal
- Heating System
- Kitchen Refrigerator

Additional Benefits or Limitations:

(As applicable to Covered Items):

Commercial-like or ultra-premium appliances (e.g. Viking, Wolf, Dacor), double wall ovens, and combination appliances (e.g. wall oven & microwave): up to $1,000 Covered Item Limit of Liability.

Terms & Conditions

IMPORTANT: Please read these terms and conditions carefully. They describe the terms of your coverage, limitations, exclusions, and how to obtain service. Refer to the Exclusions Section for a list of exclusions. The Confirmation Pages are part of this contract. This is not an insurance policy and as such does not replace Your Homeowners Insurance. Read the Customer Service section of this Service Contract for complete claim requirements before taking any action on a claim.

Seller acknowledges by signature and/or payment that they have read, understand, and accept the terms of this Service Contract and that Our obligation hereunder is conditional upon the truth and accuracy of statements made and actions taken by the Seller. Seller further confirms all Covered Items are fully functional and not experiencing a Breakdown as of the Contract Start Date. Seller is obligated to pay the cost for any Seller coverage at the time of closing.

Buyer acknowledges by signature and/or payment that they have read, understand, and accept the terms of this Service Contract and that Our obligation hereunder is conditional upon the truth and accuracy of statements made and actions taken by the Buyer. Buyer further confirms all Covered Items are fully functional and not experiencing a Breakdown as of the Contract Start Date.

DEFINITIONS

1. Breakdown means a full or partial failure of a Covered Item due to normal wear and tear during the manufacturer's or industry standard life expectancy of the Covered Item.

2. Component Part means covered parts of a Covered Item as listed in the "What Is Covered" section.

3. Confirmation Page means the pages of this Service Contract that list information regarding You, Us, and the Service Contract.

4. Contract Administrator means the party performing customer service and claims processing Services for the Contract Obligor/Provider. The Contract Administrator is not liable for any of the obligations of the Contract Obligor/Provider. The Contract Administrator is shown on the Confirmation Page.

5. Contract End Date means the date this contract ends. No claim will be accepted after this date. The Contract End Date is shown on the Confirmation Page.

6. Contract Fee means the amount paid for this Service Contract, as shown on the Confirmation Page. Payment is due at closing and must be received within seven (7) business days to ensure coverage. Contract Fee for the Seller Preferred Upgrade Package is due at closing, or sooner if a claim for that coverage is submitted.

7. Contract Insurer means the party insuring performance of the Contract Obligor/Provider if shown on the Confirmation Page.

8. Contract Obligor/Provider means the party obligated to perform or arrange to perform Services pursuant to the terms of this Service Contract. The Contract Obligor/Provider is shown on the Confirmation Page and is also referred to as "We", "Us" and "Our".

9. Contract Start Date means the date this coverage begins. No claim will be accepted prior to this date. The Contract Start Date is shown on the Confirmation Page.

10. Covered Home means the residential dwelling covered by this Service Contract. The address of the Covered Home is shown on the Confirmation Page.

11. Covered Item means those items shown to be covered on the Confirmation Page, which must be:

a. Located in a single-family or multi-family residence;
b. Fully operational, and not experiencing a Breakdown as of the Contract Start Date;
c. Located within the main perimeter of the main foundation of the Covered Home or within an attached garage (unless otherwise indicated) as of the Contract Start Date;
d. Located in a building or room not being used for commercial or business purposes.

An item not indicated as covered on the Confirmation Page or that is indicated as Not Covered in the "What Is Covered" section or that does not meet these requirements is NOT a Covered Item.

12. Deductible means the minimum amount You are required to pay for each claim. The Deductible is shown on the Confirmation Page.

13. Emergency Condition means a situation that could affect Your ability to live in the Covered Home or a condition that if not addressed may result in serious damage to the Covered Home or injury to occupants, such as, but not limited to, loss of heating or cooling, loss of plumbing or a plumbing leak, or loss of electrical service to the Covered Home.

14. Licensed Contractor means the person or entity You choose. Your Licensed Contractor must be licensed and bonded where the law requires, and where licenses are not required, must be lawfully permitted to perform installation or repairs or other regular service on the Covered Item that has a Breakdown. Your Licensed Contractor is not Our representative or agent.

15. Service Contract means this agreement which has been purchased from Us and which includes the Confirmation Pages and any amendments. The Service Contract contains all the coverages, limitations and exclusions.

16. Service means answer claim calls from You or Licensed Contractors, assign claim numbers, assist in locating a Licensed Contractor, speak to Your Licensed Contractor(s), make claim determinations, explain coverage, exclusions, and payment or reimbursement options, pay approved claim amounts, and otherwise administer claims. Services to be performed by Contract Obligor/Provider do not include diagnostics or work to repair or replace your Covered Item(s). Diagnostics and/or work to repair or replace your Covered Item(s) are to be performed by Your Licensed Contractor. We do not and are under no obligation to dispatch Licensed Contractors.

17. You and Your mean the Contract Holder shown on the Confirmation Page, or the person to whom this Service Contract was properly transferred.

18. WAITING PERIOD MEANS THE PERIOD OF TIME STARTING ON THE CONTRACT START DATE, AS SHOWN ON THE CONFIRMATION PAGE, DURING WHICH NO CLAIMS ARE CONSIDERED FOR COVERAGE.

SERVICE CONTRACT INTRODUCTION

This Service Contract provides assistance to You if a Breakdown occurs on a Covered Item due to normal wear and tear. This Service Contract is not intended to shift responsibility for minor repairs or normal maintenance. It does not cover everything. It may not cover the entire cost of repair or replacement of a Covered Item. A Deductible is required for each claim. Please read the following terms and conditions carefully. They describe the terms of Your coverage and how to obtain Service.

WHAT IS COVERED

See Your Confirmation Page to determine which of the following are included in Your Service Contract as a Covered Item. Only those indicated on the Confirmation Page as covered are included and no coverage is provided on any product or system not indicated as covered on the Confirmation Page. Covered Items are different for the Seller and Buyer as shown on the Confirmation Page.

ATTIC AND EXHAUST FANS

Covered: Switches, controls, motors, bearings and blades.

Not Covered: Shutters, belts and filters, circulation or paddle-type fans.

CENTRAL AIR CONDITIONING

Covered: (Electric refrigerant central air conditioning units only.) Coils and compressor, capacitor, motors, thermostat valves, thermostats, leaks in refrigerant lines, liquid suction line dryers, fuses, breakers, disconnect boxes, contactor, wiring, condensing units, evaporative coolers.

Not Covered: Window units, free-standing room units, water cooled units, portable units, any type of gas, lithium/glycol, outside and/or underground components and piping for geothermal, condenser fins, drain pans, cleaning, duct work associated with any gas units, filters, water towers, evaporative cooling pads, energy management systems, or recovery of refrigerant and chillers. Zone controls, zone motors, dampers, leak tests, registers and grills. The cost of a crane to install roof-mounted units. Electronic or ultraviolet (UV) air filters and cleaners.

ELECTRICAL

Covered: Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems. Concealed wiring limit shown on the Confirmation Page includes access, diagnosis, repair or replacement, and restoring or resurfacing to a rough finish.

Not Covered: Service entrance cables, meter boxes, any loss due to water seepage along service cable, any loss from overload or power failure, any electrical items or wiring located outside the perimeter of the principal dwelling and attached garage.

EXTERIOR WATER AND SEWER LINE COVERAGE

Covered: Water and sewer pipes between the Covered Home's foundation and the water or sewer main pipe. Coverage applies to locating the pipe stoppage or collapse including excavation and backfilling, the repair and/or replacement of the affected pipe and clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new Deductible) up to the coverage limit.

Not Covered: Landscaping replacement, frozen pipes, cleanup of anything (including leaked material), blockages or breaks or leaks from tree roots and foreign objects.

GARAGE DOOR OPENER

Garage must be attached to the Covered Home.

Covered: Motors, push buttons, control boards, drive mechanisms, chains.

Not Covered: Garage door, door track assemblies, counterbalance mechanisms, rollers, remote sensing units and infrared sensors, hinges, springs, keypads/touchpads, and remote transmitters.

HEATING SYSTEM

Covered: Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, ductwork, interior gas lines, thermostats, relays and wiring. Heat exchanger and/or combustion chamber, electric heat pump, burners, circuit board, igniter, flame sensor, transformer, gas valves, baseboard convectors, pumps, motors, switches, heating elements. Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve.

Hydronic systems only: Boiler zone valves, geothermal and/or water source heat pump components and parts located within the foundation of the Covered Home or attached garage which cool and/or heat the Covered Home.

Not Covered: Outside and/or underground components and piping for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps. Free-standing or portable heating units, through-wall units, heat lamps, coal or wood burning equipment, fuel oil or propane gas storage tanks, fuel oil lines, registers, electronic air filters and cleaners, vents, space heaters, grills, filters, solar heating systems, radiators, fireplaces, clocks, chimneys and chimney liners, recovery of refrigerant, and cleaning and energy management systems. Leak tests. Zone controls, zone motors and dampers. Electronic or ultraviolet (UV) air filters and cleaners.

HUMIDIFIER

Covered: Permanently mounted furnace humidifier including pans, housing, motors, fans, humidistats, transformers, valves, and lines.

Not Covered: Humidifier pads, media elements, brushes, atomizers, and back flush units.

KITCHEN APPLIANCES

Coverage is limited to appliances located in the primary kitchen area of the Covered Home and included in the contract to purchase at the time of the sale of the Covered Home, or be built-in.

Covered: Free-standing range, built-in oven, cooktop, built-in dishwasher (pump, motor, timers, gaskets, spray arm, seals, air gap, latches, switches, heating element, control board), built-in microwave, refrigerator (compressor only), garbage disposal.

Not Covered: Water dispenser, cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, replacement or repair of countertops or cabinets, racks, baskets, clocks, timers, rollers, glass or ceramic cooktops, self-cleaning mechanisms, cooking accessories, doors, door hinges, knobs, handles, dials, keypads/touchpads, interior lining, door glass, latches, meat probes, rotisseries, shelves, ice makers, ice crushers, refrigerator control board, soap dispensers, beverage dispensers, broken interior, loss due to rust-out and food spoilage, recovery of refrigerant, and freezers which are not an integral part of refrigerator. Failure, damage and/or jams to garbage disposal caused by bones and foreign objects other than food.

PLUMBING SYSTEMS

Covered: Drains and standard faucets, leaks and breaks to water, vent, gas or sewer lines, waste lines, assembly parts within the toilet tank, toilet wax ring and flange, valves to shower, tub diverter, interior hose bibs, stoppage in drain, vent and sewer lines; angle stops and risers. Clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new Deductible). The foregoing is covered only within the perimeter of the main foundation of the Covered Home including attached garage. Permanently installed sump pumps (ground water only). Concealed plumbing limit

shown on the Confirmation Page includes access, diagnosis, repair or replacement, and restoring or resurfacing to a rough finish.

Not Covered: Sinks, bathtubs, fixtures, exterior hose bibs, filters, sewage ejector pumps, shower-base pans, shower enclosures, tub enclosures, toilet bowl and tank, caulking, grouting, tile fields, lawn sprinklers, leach beds, root damage, any loss arising out of a condition of chemical or mineral deposits, water residue, rust-out, or insufficient capacity drain, insufficient or excessive pressure, loss arising from porcelain cracking, chipping, dents or other externally caused physical damages, storage or holding tanks, auxiliary sump pumps. Sewage lines located outside the main foundation of the Covered Home and blockages from tree roots and foreign objects.

ROOF

Covered: Water leaks only; rolled roofing, asphalt shingles, roof tiles, and flashing. Must occur during coverage period for coverage to apply.

Not Covered: Roof mount installations, roof vents, roof vent boots, gutters, drain lines, pre-existing leaks, leaks in any deck or balcony, leaks due to ice damming. Leaks which are caused by, or which result from, any of the following: Damage due to persons walking or standing on the roof, missing and/or broken tiles or shingles, repairs or construction not performed in a workmanlike manner, failure to perform normal roof maintenance, replacement of entire roof, rotten wood, flat and/or hot tar roof, or acts of God such as tornado, hurricane, earthquake, fire, and lightning. Water damage must occur in the roof located over the primary living area, excluding attached garage.

SEPTIC

Coverage for septic systems begins thirty (30) days after the Contract Start Date.

Covered: Septic tank and line from house, baffles, sewage ejector pump and switches.

Not Covered: Drain field, tile fields and leach beds, clean out, insufficient capacity, and blockages from tree roots and foreign objects.

WASHER/DRYER

Covered: All components and parts except as listed under "Not Covered".

Not Covered: Soap dispensers, filter screens, plastic mini-tub, dials and knobs, lint screen, venting, and damage to clothing.

WATER HEATER

Covered: Electric, gas, tankless, and instant hot water dispensers. Control thermostat and thermocouple, gas valves, pressure and temperature relief valve, heating elements, drain valve, dip tubes, blower motor, heat exchanger, burners, igniter, temperature sensor.

Not Covered: Oil hot water tanks, and Breakdown arising as a result of chemical, mineral deposits or sediment buildup, insufficient capacity, water residue or rust-out.

WATER WELL PUMP

Must be primary water source. Coverage begins thirty (30) days after the Contract Start Date.

Covered: Well pumps, valves, and regulators.

Not Covered: Pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling, well casings, holding or storage tanks and re-drilling of well, screens, points, well pump if used for lawn sprinkler system or other like system.

OPTIONAL COVERED ITEMS

(Included only if indicated as covered on the Confirmation Page.)

ADDITIONAL REFRIGERATORS (INCLUDES FREE STANDING FREEZERS AND WINE COOLERS)

Covered: Compressor only.

Not Covered: Cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, keypads/touchpads, interior lining, door glass, latches, shelves, broken interior, loss due to

rust-out and food spoilage, refrigerator control board, ice maker/beverage dispenser and their respective equipment, recovery of refrigerant.

GAS FIREPLACE (PERMANENTLY INSTALLED)

Covered: Gas valve, pilot, thermocouple, blower motor, and wall switch associated with ignition or fan.

Not Covered: Remote systems, decorative logs, mechanical hinges, glass, damper, flue or firebox.

INGROUND POOLS/SPAS

Covered: All components and parts of the heating, pumping, and filtration system. A spa, including an exterior whirlpool and hot tub, is also covered along with a swimming pool if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the spa or the pool. If Premium/Salt Water/Spa is indicated on the Confirmation Page as covered, salt water components and cells are added.

Not Covered: Skimmers, pool sweeps, pool sweep motors, lights, liners, jets, concrete-encased, underground electrical, gas or plumbing lines, cleaning equipment, solar equipment, structural defects, all above ground pools.

SPRINKLER SYSTEM

Covered: Leaks and breaks of PVC lines, timers, bubbler heads, gate valves, solenoids, shut-off valve and other activation controls.

Not Covered: Hydraulic systems; sprinkler heads with Breakdowns caused by abnormal wear and tear such as, but not limited to: Pet damage, lawn mower damage, freezing, vehicular damage, damage by roots or soil, improper installations, and adjustments or cleaning and human damage, sprinkler lines below pavement or decorative structures below hard surface.

TERMITE CONTROL

Covered: Spot treatment for existing subterranean termite infestation located in the interior of the Covered Home or exterior of the main foundation/perimeter of the Covered Home and attached garage.

Not Covered: Decks, fences, and infestation or treatment of any area farther than 24 inches away from the main foundation/perimeter of the Covered Home, preventative treatments; any repairs or damages due to subterranean termites.

WATER SOFTENER

Covered: Domestic water softener, brine tank, and connecting water lines.

Not Covered: Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, rust or corrosion, normal maintenance, purification systems, and all rented/leased water softeners.

BUYER PREFERRED UPGRADE PACKAGE

(Adds the following additional coverages to the Covered Item listed if this package is indicated as included on the Confirmation Page.)

CENTRAL AIR

Refrigerant recovery, registers and grills, cost for crane to install roof-mounted covered replacement air conditioner unit up to $200 maximum.

CENTRAL HEAT

Registers, grills and heat lamps.

CODE VIOLATIONS

When the correction of a previously unknown code violation is required to affect a covered repair or replacement of a heating, plumbing or electrical Component Part, We will pay up to $250 aggregate to correct the code violation(s) over the life of the Service Contract. We will not simply pay to remedy a code violation, whether previously known or not.

KITCHEN APPLIANCES/REFRIGERATORS

Refrigerator control board, refrigerant recovery and recharge, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets, rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials.

SPECIAL ELECTRICAL PACKAGE

All items must be hard wired.

Fire/Burglar alarm, lighting fixtures, doorbell (not doorbell cameras), garage door opener (hinges, springs, keypads and remote transmitters), and ceiling fans located within the main dwelling.

WATER HEATER

Failure due to chemical, mineral deposits, and sediment build-up.

PLUMBING

Toilets replaced with like quality up to $200 per occurrence.

Note: If the Buyer Preferred Upgrade Package is included and the Covered Home is in a multi-family dwelling with four (4) units or less, the upgrade package must be purchased for each unit in the multi-family dwelling; if it is not purchased for each unit in the multi-family dwelling, any shared systems and/or appliances will not be covered. If the multi-family dwelling has more than four (4) units, shared systems and/or appliances are not covered in any case.

CUSTOMER SERVICE

1. Under this Service Contract, You choose Your own Licensed Contractor. You must contact the Contract Administrator before any work is done unless You are faced with an **Emergency Condition** (see the Emergency Condition section below). Telephone service is available 24 hours a day, 7 days a week. No claim forms are used. When a Covered Item has a Breakdown, call the Contract Administrator at the telephone number shown on the Confirmation Page to start a claim, or to start a claim online, visit Our website, also shown on the Confirmation Page. After receiving a claim number, You call the Licensed Contractor of Your choice. After Your Licensed Contractor makes a diagnosis and while they are still in the Covered Home, You must call the Contract Administrator so they can speak to the Licensed Contractor and We can make a determination about coverage for the proposed repair and, if covered, provide the approved amount and help You choose the option You want to use to make payment to the Licensed Contractor. All approved parts and equipment must be purchased, and all approved work completed to receive reimbursement. There is no payment or reimbursement without prior approval unless You are faced with an Emergency Condition. You are responsible for any cost in excess of the amount We approve. If Your Licensed Contractor performs work other than as pre-approved by Us, that work may not be covered by this Service Contract and, if not, You will be responsible to pay for work that was not pre-approved.

2. We can recommend a Licensed Contractor for You if You do not have a Licensed Contractor in Your area, or if You would rather have Us recommend the Licensed Contractor.

3. A Deductible is required for each Covered Item repair or replacement. The Deductible is shown on the Confirmation Page. If repairs are made to parts of additional Covered Items, a separate Deductible will apply to each Covered Item repaired.

4. We will at Our sole discretion determine the approved amount within the contract limits. You are responsible to decide whether to use the approved amount to pay toward repair of the Covered Item or as cash in lieu to put toward replacing the Covered Item. The approval amount for any replacement is based on like kind or better efficiency. For air conditioning or heating equipment, like kind includes equal or a better energy efficiency rating. For air conditioning equipment, this is the SEER rating. When replacement products of exact dimensions are not available, benefits are limited to installation of like kind equipment, but not for the cost of carpentry or construction required by the different dimensions. We are not responsible for upgrades or matching colors or brands, and We are not limited to brand name products. We may approve the use of refurbished, reconditioned, or non-original manufacturer parts in fulfilling Our obligations. Determination of the operating condition as of the Contract Start Date and the nature of any failure will be made by Us based upon the professional opinion of Our claim staff reflecting, but not limited to, Your Licensed Contractor's diagnosis.

5. We reserve the right to seek a second opinion for any claim.

6. No claims will be honored after the Contract End Date.

7. If no covered Breakdown is discovered or repaired during a service call, You are responsible for the entire cost, including all labor, of the service call.

8. No additional Deductible will be required where service work fails within 30 days after an approved claim is serviced, except where otherwise noted.

9. Emergency Condition: If You take action prior to having Our authorization due to an Emergency Condition, You must submit to the Contract Administrator a detailed diagnosis from Your Licensed Contractor along with a detailed invoice showing the amount You paid for the services in order to be considered for reimbursement. The Breakdown must qualify under the terms of

this Service Contract or You will not be reimbursed for any expense you incurred. Any reimbursement for an Emergency Condition is subject to the Deductible and will not exceed the limits of liability in this Service Contract. If an Emergency Condition exists and You must leave the Covered Home, You may be eligible for the Hotel Benefit shown on the Confirmation Page with Our prior approval.

LIMITATIONS OF COVERAGE

The Maximum Aggregate Liability shown on the Confirmation Page is the maximum We will pay for all claims in total, regardless of the number of Covered Items or the number of claims for repairs or replacement. The Maximum Aggregate Liability applicable to a Seller shown on the Confirmation Page is for the life of the listing. Payment by Us for any claim for repair or replacement for the Seller does not affect the amount of coverage for the Buyer.

In addition, certain Covered Items have an individual Limit of Liability as shown on the Confirmation Page. When a Covered Item has an individual Limit of Liability, that is the maximum We will pay for repair or replacement of that Covered Item, regardless of the number of claims for that Covered Item or the number of systems/units in the Covered Home.

If the Covered Home is a foreclosure or a repossessed home, there is no coverage for the Seller, and coverage for the Buyer begins after the **WAITING PERIOD** shown on the Confirmation Page.

Approval amounts for Covered Items more than one (1) year beyond the manufacturer's life expectancy or the industry standard life expectancy as of the date the diagnosis is reported to Us are solely at Our discretion.

WHAT IS NOT COVERED (EXCLUSIONS)

Specific exclusions related to individual Covered Items are shown in the "Not Covered" section of each Covered Item. Exclusions listed here may apply to any Covered Item.

1. Any claim submitted during any WAITING PERIOD shown on the Confirmation Page is not covered.

2. We will not pay for any additional costs or related expenses which may be required to complete repairs, nor will We upgrade or remedy any lack of capacity, previous improper installation, previous repair of or design of appliances, systems and components; problems occurring because of modifications or alterations to appliances, systems or components; failure to meet building or zoning code requirements or violations; city, county, state, federal, or utility regulations or upgrades required by law.

3. Systems, components, or parts experiencing a Breakdown as of the Contract Start Date are not covered.

4. Items in common areas or facilities of mobile home parks, condominiums, and townhomes are not covered.

5. We are not responsible for repairs or replacements required as a result of missing parts, fire, war, flood, smoke, water damage, lightning, freeze-up, earthquake, theft, storms, accidents, nuclear explosions, reaction, radiation or radioactive contamination, insurrection, extreme or unusual climate conditions, rust-out, corrosion, riots, vandalism, code violations, improper installation, acts of God, pest/animal damage, structural changes, water failure and/or electrical surges, soil movement or mud, or failure to clean or maintain as instructed by the equipment manufacturer. Nor are We responsible for repairs of any cosmetic defects or cost of cleaning of equipment or parts.

6. We are not liable for consequential or secondary damage from any Covered Item for property damage or personal injury, nor for service relating to any toxic materials or asbestos in any way related to or arising from any Covered Item.

7. We are not responsible for any computerized or electronic energy management, lighting, or appliance management systems.

8. We are not responsible for failure to provide reasonable service due to conditions beyond Our control; including, but not limited to delays in obtaining equipment, parts, or labor difficulties.

9. Items not covered for the Covered Home Seller or for the first 30 days after the close of sale for the Covered Home Buyer are: Any improper operation or malfunction due to rust for any system, component or appliance, or pools/spas and collapsed ductwork.

10. We are not responsible for additional charges to install or remove unrelated equipment or systems in order to make a covered repair.

11. Vacant or unoccupied homes are covered during the listing period as long as they are maintained and not abandoned.

12. We will not be obligated to service any system or appliance classified by the manufacturer as commercial, or products that are leased, stolen, vandalized, not properly maintained or connected, misused, neglected, or that break down due to abnormal use or damages due to inadequate capacity as determined/diagnosed by a Licensed Contractor in the specific field and/or by Us.

13. We will not pay for any consequential damage.

14. We are not responsible for any costs due to repair, replacement, installation and labor of any Component Part while under existing manufacturer's warranty or third-party service plan/agreement that covers any portion of the Covered Item for parts and/or labor. Any inspections, reports, findings and/or disclosures will be made available to Us upon request.

15. Anyone doing work on Covered Items is in no way a representative or agent of Us or the Contract Administrator.

16. Coverage will not be provided if We are not notified when a problem is discovered and prior to the Contract End Date.

17. All repairs under this Contract must be completed within 30 days of the date We are first notified or the claim will be permanently closed unless, for good cause shown by You, We agree in writing to permit consideration of the claim at a later time.

GENERAL

1. This Service Contract will be interpreted and enforced according to the laws in the State in which the Covered Home is located.

2. Any dispute arising under this Service Contract shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative(s) and shall bear arbitration costs equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court and law.

3. Coverage for a lease purchase agreement is available for the Lessee only. This coverage begins upon payment of the Contract Fee and the acceptance of the lease purchase agreement by Us.

4. This Service Contract may be renewed at Our option and where permitted by State Law. Prior to renewal, We will notify You of the proposed renewal terms, price, and payment options.

5. Cancellation: You may cancel this Service Contract by notifying the Contract Administrator in writing. If You cancel within thirty (30) days of the Contract Start Date, We will pay 100% of the Contract Fee paid minus any claims paid. If You cancel more than thirty (30) days after the Contract Start Date, We will pay an amount equal to the pro-rated portion of the Contract Fee paid for the time remaining to the Contract End Date, minus any claims paid, and minus an administrative fee up to the lesser of 10% of the Contract Fee or $50.00. Any refund may be credited to any outstanding balance of Your account and the excess, if any, will be refunded. Any cancellation payment will be payable to the owner of the Covered Home. If the cancellation payment is not made within thirty (30) days of the date We receive Your written cancellation request, We will add an extra 10% for every thirty (30) days payment is delayed beyond the first thirty (30) days.

We may cancel this Service Contract upon fifteen (15) days advance written notice to You, including the reason for cancellation and the cancellation date, at the last known email or street address We have for You. We may cancel this Service Contract for any of the following reasons:

(a) Material misrepresentation concerning any Covered Item, or the use of the Covered Item, or any other fact related to the Service Contract;
(b) Non-payment of Contract Fee or Deductible;
(c) If the listing agreement for the Covered Home terminates or expires without sale of the property;
(d) Abuse, threatening, harming, or endangering the safety and/or wellbeing of any of Our employees; or
(e) Upon mutual agreement of You and Us.

Notice in advance is not required if the reason for Our cancellation is nonpayment of the Contract Fee, and/or upon a material misrepresentation or breach of duties by You relating to any Covered Item or its use. If We cancel this Service Contract, any refund due will be the pro-rated amount of the Contract Fee paid for the time remaining to the Contract End Date, minus any claims paid. No administrative fee applies if We cancel the contract.

6. Buyers and/or Sellers, by accepting this Service Contract, give Us, the Contract Administrator, and Our affiliates authorization to contact them by phone, mail and/or electronically.

7. If ownership of the Covered Home changes during the Contract term, You must notify the Contract Administrator within thirty (30) days of property transfer for the Service Contract to be transferred to the new owner of the Covered Home.

8. This is not an insurance policy. If a Contract Insurer is shown on the Confirmation Page, Our obligations are insured by a reimbursement insurance policy. If We fail to pay any claim for which We are liable or fail to pay any refund after cancellation within sixty (60) days of the date We received proof of loss or the date of cancellation, You are entitled to submit a claim direct to the Contract Insurer. When no Contract Insurer is shown on the Confirmation Page, this Service Contract is backed solely by the Full Faith and Credit of the Obligor/Provider.

9. If the Covered Home is in a multi-family dwelling with four (4) units or less, the Service Contract must be purchased for each unit in the multi-family dwelling; if it is not purchased for each unit in the multi-family dwelling, any shared systems and/or appliances will not be covered. If the multi-family dwelling has more than four (4) units, shared systems and/or appliances are not covered in any case.

10. Manufactured Homes: Manufactured homes must have a permanent address. Manufactured homes during the moving of location from one to another will not be covered from the time of disconnect until thirty (30) days after hook-up by a Licensed Contractor to the second location. Notice must be given to the Contract Administrator of the moving and address change of the Covered Home.