



2147 Route 27 South, 4th Floor. Edison, NJ 08817

Phone Numbers: Toll Free 888-531-5403, Fax 732-520-6461

www.choicehomewarranty.com + info@choicehomewarranty.com

Home Warranty Contract Enclosed

Please take some time to review your Contract.

Call Toll-Free 888-531-5403

or visit www.choicehomewarranty.com



2147 Route 27 South, 4th Floor
Edison, NJ 08817

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*****AUTO**MIXED AADC 773 T3 P1 444
DONALD KING
1269 Justine St
Corliss, PA 15204

PRESORT FIRST CLASS
US POSTAGE
PAID
PERMIT NO. 2925
HOUSTON, TX



Your Home Warranty Contract is Enclosed

WELCOME TO CHOICE HOME WARRANTY



Dear DONALD

Welcome to Choice Home Warranty! You made a wise decision when you chose to protect your home with a CHW Warranty. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

Please take a moment to read through this booklet. Inside you will find your contract, selected coverage, and a variety of information that will help you get the most out of your new home warranty. Your coverage is dependent on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us **toll-free at (888)-531-5403**. We are available 24 hours a day, 7 days a week, 365 days a year, or simply log on to our website located at **www.ChoiceHomeWarranty.com** and file your claim online.

Thank you,

The Team @ CHOICE
(888) 531-5403



Toll Free: 888-531-5403 www.choicehomewarranty.com

REQUESTING CHW SERVICE IS EASY!

1. Make a Service Request

When a covered system or appliance breaks down, simply contact our Claims Department at (888) 531-5403 or file your claim online at www.ChoiceHomeWarranty.com.

2. Schedule a Service Appointment

Once you submit your claim, you will be assigned a pre-screened, licensed, and insured service technician to handle your request. We will provide you with their contact information so you can schedule a mutually convenient appointment.

3. Pay Your Service Fee

The service technician will collect the deductible from you upon arrival. If your service request covers more than one item, or if more than one trade is needed to complete your repair (e.g. electrician and plumber), multiple deductibles may apply.

4. Have Your Covered Item Repaired or Replaced

Our service technician will diagnose the claim and contact us with the details so we can determine coverage eligibility and the best course of action - repair, replacement, or possibly a claim buyout. Please review your contract carefully for limitations and exclusions.

5. Let Us Know About Your Experience

After your service has been completed, you will receive a survey asking for feedback about your experience. Your feedback will allow us to improve our business and promote the quality of our business to potential customers.

**Service requests are UNLIMITED
during your contract term!**



COVERAGE DETAILS

PLEASE VERIFY THAT YOUR INFORMATION BELOW IS CORRECT.

Contract Holder: DONALD KING
Contract Number: 968122427
Contract Term: 04-03-2025 - 04-03-2026
Covered Property: 1269 Justine St
Corliss, PA, 15204
Property Type: Single Family
Rate: \$55.08 Per Month
Service Call Fee: \$75.00
Coverage Plan: Total Plan
Other: N/A

Includes:

Air Conditioning System, Built-In Microwave, Ceiling and Exhaust Fans, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Drywall, Ductwork, Electrical System, Garage Door Opener, Garbage Disposal, Heating System, Oven Stove Cooktop, Plumbing Stoppage, Plumbing System, Refrigerator, Water Heater, Whirlpool Bathtub

Optional Coverage:
Limited Roof Leak

REQUEST SERVICE

24 HOURS A DAY - 7 DAYS A WEEK

888-531-5403

www.ChoiceHomeWarranty.com



Toll Free: 888-531-5403 www.choicehomewarranty.com

BENEFITS OF A CHOICE HOME WARRANTY

With a Choice Home Warranty, breakdowns and repairs on covered systems and appliances don't have to be a hassle. Whether you are a first time home buyer, seller, or existing homeowner, a home warranty is an affordable way to preserve peace of mind and to protect covered items for your most valuable asset. Below are a few important facts you should know about home warranties:

- The average life expectancy of nine critical appliances/home systems is 13 years, and the likelihood of failure of one of these systems in a given year is 68%.
- *Home Repair and Remodel, Marshall & Swift L.P., 2004*
- Homes on the market with a home warranty included sell on average 50% faster than homes without.
- *National Home Warranty Association*
- Homes with home warranties return a sales price that averages 3% higher. - *Business Week Magazine*
- 8 out of 10 buyers prefer to buy a home with a home warranty. - *Gallup Poll*
- A home system or appliance repair can range from \$65 to \$2,000 and replacement averages \$1,085.
- *Home Repair and Remodel, Marshall & Swift L.P., 2004*

At Choice Home Warranty, our focus is on quality... providing quality home-warranty products to our customers, following up with quality customer service when our homeowners contact us, building quality business relationships with our contractors, and ensuring quality work from our contracted technicians.



COMMON QUESTIONS

Q. When does coverage begin and when does it end?

A. Coverage begins 30 days after enrollment and receipt of applicable contract fees and continues for 365 from your start date. If you are able to provide proof of prior coverage through another warranty carrier, showing no lapse of warranty coverage, CHW may start your new coverage when your old policy expires.

Q. How many service calls can I make?

A. As many as you need. There is no limit to the number of times you can call for covered repairs during your contract term.

Q. Does a home warranty cover older systems and appliances?

A. A home warranty provides repair or replacement of all covered systems and appliances that were in the home and in proper operating condition on the agreement effective date, and that have been properly installed and maintained, no matter their age, make or model.

Q. How do I know my service technician is qualified?

A. All CHW Service Vendors are pre-screened, licensed, and independently insured. Performance is constantly monitored to ensure quality work and professionalism. Your satisfaction is our biggest priority.

Q. Can I renew each year?

A. Yes, the plan may be renewable. In that event, you will be notified of the prevailing rate and terms of renewal.

Q. Why should I renew my CHW Warranty if I haven't made any service calls?

A. Your home systems or appliances can break down at any time – usually when you need them most. That's why it's important to continue the protection and peace of mind you get from your Choice Home Warranty.



PROTECTION PLAN TERMS AND CONDITIONS

TERMS OF SERVICE AGREEMENT CHOICE HOME WARRANTY

A. COVERAGE

During the coverage period, Our sole responsibility will be to arrange for a qualified Service Provider to repair or Replace (as defined in Section K), at Our expense (up to the limits set forth in Sections D and E below) in accordance with the terms and conditions of this Agreement.

1. Your Agreement term (the dates that Your Agreement is in effect), Your Agreement Fee, Your Service Fee, and Your equipment, systems, and appliances covered under this Agreement, are set forth in Your Coverage Details.
2. All systems (a) must become inoperative due to normal wear and tear; (b) must be located inside the main foundation or detached garage (with the exception of pool/spa, well pump, septic tank pumping, sprinkler system, and air conditioner); (c) must be in proper working order on the effective date of this home warranty Agreement. Known or unknown pre-existing conditions are not covered.
3. This Agreement covers occupied homes under 5,000 square feet, unless an appropriate fee is paid.
4. **COVERAGE STARTS 30 DAYS AFTER RECEIPT OF AGREEMENT FEE. YOUR COVERAGE MAY BEGIN BEFORE 30 DAYS IF WE RECEIVE PROOF OF PRIOR COVERAGE SHOWING NO LAPSE, THROUGH ANOTHER CARRIER.**
5. Capitalized terms, not otherwise defined, are defined in Section K.

B. SERVICE REQUESTS

1. You must request service as soon as the malfunction is discovered and prior to the expiration of Your Agreement term. (Refer to Your Coverage Details for information on how to request service.)
2. Upon request for service, We will begin contacting Service Provider(s) within 4 hours. You will receive the name, phone number, and appointment date and time upon acceptance of the request by a Service Provider. In some circumstances, it could take more than 48 hours for a Service Provider to accept the request.
3. We will not reimburse for services performed without prior approval.
4. You will pay a Service Fee in the amount set forth in Your Coverage Details to the Service Provider for each service request You submit to Us.
5. If work performed under this Agreement should fail within 30 days, We will correct the failure without a Service Fee.
6. We have the sole right to select the Service Provider.



PROTECTION PLAN TERMS AND CONDITIONS

C. COVERAGE (COVERAGE DEPENDENT ON PLAN)

Except for Air Conditioning/Heating/Ductwork, Ceiling Fan/Exhaust Fan/Attic Fan, and Garage Door Opener, the coverage is for no more than 1 Covered Item unless additional fees are paid. Coverage under this Agreement is subject to all other terms and conditions of this Agreement including but not limited to matters listed as "Excluded" under a Covered Item below notwithstanding the word "All" in describing what is "Covered".

- 1. CLOTHES DRYER – COVERED:** All components and parts.
- 2. CLOTHES WASHER – COVERED:** All components and parts.
- 3. BUILT-IN MICROWAVE – COVERED:** All components and parts.
- 4. OVEN/RANGE/COOKTOP – COVERED:** All components and parts.
- 5. DISHWASHER – COVERED:** All components and parts.
- 6. GARBAGE DISPOSAL – COVERED:** All components and parts.
- 7. REFRIGERATOR – COVERED:** All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and Internet connection components.

- 8. CEILING FAN/EXHAUST FAN/ATTIC FAN – COVERED:** All components and parts.
- 9. GARAGE DOOR OPENER – COVERED:** All components and parts.

EXCLUDED: Door. Door track assemblies.

10. AIR CONDITIONING/HEATING/DUCTWORK – COVERED: All components and parts of the following systems: ducted, central, electric, split and package units, forced air (gas, electric, oil), geothermal, wall-mounted units, mini-splits, heat pumps, floor furnace, hot water or steam circulating heat, and electric baseboard. Ducts (unless collapsed or clogged) from unit to point of attachment at registers or grills. If replacing, only the failed components and parts will be upgraded to meet government mandated guidelines.

EXCLUDED: Outside or underground piping. Well pump, and well pump components for geothermal and/or water source heat pumps. Window units. Water towers. Chillers and water lines. Refrigerant line sets. Portable units. Fuel storage tanks. Chimneys. Pellet stoves. Cable heat. Wood stoves (even if only source of heating). Insulation. Collapsed/clogged ductwork. Damper motors. Service valves. Labor, refrigerant, and other costs related to failure of components that are covered under manufacturer's warranty. Legally mandated diagnostic testing when replacing heating or cooling equipment. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment including, but not limited to, the required Replacement of air handlers when Replacing condensers, and condensers when Replacing air handlers.

11. WATER HEATER (Gas/Electric) – COVERED: All components and parts, including tankless water heaters and circulating pumps.

EXCLUDED: Fuel tanks. Secondary holding or storage tanks. Vents. Flues. Thermal expansion tanks. Energy management systems. Units exceeding 75 gallons.

12. ELECTRICAL SYSTEM – COVERED: Electrical panels, light switches, electric outlets, (D.C.) wiring, light fixtures, and wiring from the electrical panel to any Covered Item.



PROTECTION PLAN TERMS AND CONDITIONS

EXCLUDED: Circuit overload. Face plates. All components and wiring to or from a solar power system, generator, or an energy management system.

13. PLUMBING SYSTEM/STOPPAGE – COVERED: Leaks and breaks of water, drain, gas, waste or vent lines. Toilets and related mechanisms. Toilet wax ring seals. Faucets. Shower heads. Shower arms. Valves for shower, tub, and diverter. Angle stops. Risers. Gate valves. Hose bibs. Basket strainers. Built-in bathtub whirlpool motor, pump, and air switch assemblies. Pressure regulators. Sewage ejector pump (septic system sewage ejector pumps are not covered unless optional coverage in Section D8 is purchased). Clearing of sink, bathtub, shower, and toilet stoppages. Clearing of mainline drain and sewer stoppages through an accessible cleanout up to 100 feet from access point. Clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain or overflow access points.

EXCLUDED: Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation. Lines broken, infiltrated or stopped by roots or foreign objects, even if within the home's main foundation. Bathtubs. Sinks. Showers. Shower enclosures and base pans. Toilet lids and seats. Jets. Caulking or grouting. Septic tanks. Water filtration/purification system. Holding or storage tanks. Saunas or steam rooms. Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts. Access through roof vents.

D. OPTIONAL COVERAGE (Requires Additional Payment)

This optional coverage is for no more than 1 Covered Item, unless additional fees are paid. Coverage under this Agreement is subject to all other terms and conditions of this Agreement including but not limited to matters listed as "Excluded" under a Covered Item below notwithstanding the word "All" in describing what is "Covered".

1. POOL AND/OR SPA EQUIPMENT – COVERED: Above ground components and parts of the heating, pumping, and filtration system including: pool sweep motor and pump, pump motor, blower motor and timer, plumbing pipes and wiring, plumbing, and electrical. Both pool and built-in spa equipment are covered if they utilize common equipment (if they do not utilize common equipment, then only the pool is covered unless an additional fee is paid).

EXCLUDED: Portable or above ground pools or spas. Lights. Liners. Jets. Ornamental fountains, waterfalls and their pumping systems. Auxiliary pumps. Pool covers and related equipment. Fill line and fill valves. Built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers. Fuel storage tanks. Disposable filtration mediums. Heat pumps. Multi-media centers. Dehumidifiers. Salt water generators and components.

2. WELL PUMP – COVERED: All components and parts of well pump utilized for main dwelling only. We will pay up to \$500 for access, diagnosis and repair and/or Replacement.

EXCLUDED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing. Well casings. Pressure switches not located on the pump. Holding, storage or pressure tanks. Booster pumps. Redrilling of wells. Well pump and all well pump components for geothermal and/or water source heat pumps.



PROTECTION PLAN TERMS AND CONDITIONS

3. SUMP PUMP – COVERED: Sump pump for ground water.

EXCLUDED: Portable pumps. Backflow preventers. Check valves.

4. CENTRAL VACUUM – COVERED: All mechanical system components and parts.

EXCLUDED: Ductwork. Hoses. Blockages. Accessories.

5. LIMITED ROOF LEAK (Single Family Homes Only) – COVERED: Repair of shake, shingle, and composition roof leaks over the occupied living area. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement.** **NOTE:** If roof must be partially or completely replaced to effect repair, this coverage does not apply.

EXCLUDED: Porches. Patios. Cracked and/or missing material. Foam roofs. Tar, gravel, or metal roofs. Cemwood or Permatek shakes. Masonite shingles. Flat or built-up roofs. Structural leaks adjacent to or caused by appendages of any kind. Downspouts. Flashing. Gutters. Skylights. Decks. Patio covers. Solar equipment. Roof jacks. Antennae. Satellite components. Chimneys. Partial roof replacement. Preventative maintenance.

6. STAND ALONE FREEZER/ SECOND REFRIGERATOR – COVERED: All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and internet connection components.

7. SEPTIC TANK PUMPING – COVERED: Main line stoppages/clogs. If a stoppage is due to a septic tank back up into the home, then We will pump the septic tank one time during the Agreement term. **We will pay up to \$250 per Agreement term for access, diagnosis and repair and/or Replacement.**

8. SEPTIC SYSTEM – COVERED: Sewage ejector pump. Control box. Jet pump. Aerobic pump. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement.**

EXCLUDED: Leach lines. Field lines. Lateral lines. Tile fields and leach beds. Insufficient capacity. Clean out. Pumping.

9. SPRINKLER SYSTEM – COVERED: Control box. Outside or underground piping. Sprinkler heads. We will pay up to \$500 for access, diagnosis and repair and/or Replacement.

10. STAND ALONE ICE-MAKER – COVERED: All components and parts, including integral freezer unit. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement.**

11. TRASH COMPACTOR – COVERED: All components and parts. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement.**

E. LIMITATIONS OF LIABILITY

1. Except where lower limits apply (e.g. Sections D2, D5, D7, D8, D9, D10, and/or D11), Our maximum liability is \$3,000 per 12-month period for each Covered Item for access, diagnosis, and repair or Replacement. The terms of coverage apply the same whether for Fixed-Term Plan, or for a Monthly Plan. Limits for Monthly Plans and Fixed-Term Plans are calculated per Covered Item within each 12-month period starting from Your original Agreement term effective date. Coverage limit applies in the aggregate when multiple items are listed in the same numbered section.



PROTECTION PLAN TERMS AND CONDITIONS

2. We will pay up to \$500 to provide access to Covered Items through roofs, unobstructed walls, ceilings or floors, concrete covered, embedded, encased or otherwise inaccessible Covered Items. We will return the access opening to a rough finish condition, subject to the \$500 limit.
3. We have the sole right to determine whether a Covered Item will be repaired or Replaced (as defined in Section K). We reserve the right to offer cash or cash equivalent in lieu of repair or Replacement in the amount of Our actual cost (which at times may be less than retail) to repair or Replace any Covered Item. Cash or cash equivalent offered in lieu of repair or Replacement does not include the costs of shipping, tax, or installation. When cash or cash equivalent is issued to Replace a Covered Item, You may not make subsequent claims on such Covered Item for 12 months from the date of issue.
4. We reserve the right to obtain a second opinion at Our expense.
5. This Agreement does not cover routine maintenance or malfunction due to misuse, abuse, neglect, or physical damage. This Agreement only covers failures due to normal wear and tear. In the event coverage is denied, and a You seek to have Us review that denial, We have the right to request routine maintenance records and/or home inspection reports in reviewing Our decision.
6. We are not responsible for upgrades, modifications, components, parts, or equipment required due to the incompatibility of the existing equipment with the Replacement system or appliance or component or part thereof or with a new type of chemical or material utilized to run the Replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments.
7. We are not responsible for any repair, Replacement, installation, or modification of: 1) any Covered Item arising from a manufacturer's recall or defect of said Covered Items; or 2) any Covered Item while still under an existing manufacturer's or distributor's warranty.
8. We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.
9. We are not responsible for the cost to obtain permits.
10. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.
11. You may be charged an additional fee by the Service Provider to dispose of a Covered Item or one of its components.
12. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for damages caused by the Service Provider, including, but not limited to, consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages.
13. We are not liable for any failure to obtain timely service or delays in obtaining parts or equipment or for delays due to conditions beyond Our control, including, but not limited to, labor difficulties, strikes, riots, pandemic, war, acts of war, fire, floods, embargoes, insurrections, or acts of god. We shall continue performance hereunder with reasonable dispatch whenever such events that caused the delay are removed.



PROTECTION PLAN TERMS AND CONDITIONS

14. You hereby waive all rights to claim attorneys' fees, indirect, punitive, incidental, consequential, and/or multiplied or otherwise increased damages, and any other damages, other than for actual out-of-pocket expenses.

15. Coverage is not for commercial property or residences used as businesses, or for the repair or Replacement of commercial grade equipment, systems, or appliances.

F. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. No coverage is allowed for duplex, triplex, or fourplex dwellings, unless the particular unit within such dwelling is covered by this Agreement with applicable optional coverage for coverage to apply to Common Systems.

2. If this Agreement is for a particular unit within a multiple unit dwelling with 5 or more units, then only items contained within the confines of Your individual unit are covered. Common Systems are excluded.

3. Except as otherwise provided in this section, Common Systems are excluded.

G. TRANSFER OF AGREEMENT & RENEWALS

1. You may transfer this Agreement at any time. There is no fee to transfer the Agreement.

2. THIS AGREEMENT MAY BE RENEWED AT OUR OPTION. IN THAT EVENT AND UNLESS YOU CANCEL THIS AGREEMENT, YOU WILL AUTOMATICALLY BE RENEWED TO A MONTHLY-PLAN AT YOUR CURRENT COVERAGE LEVEL AT THE CURRENT PREVAILING MONTHLY-PLAN RATE AND BE NOTIFIED OF SUCH PREVAILING RATE AND TERMS FOR RENEWAL. IF YOU HAVE A MONTHLY-PLAN, UNLESS YOU CANCEL THIS AGREEMENT YOU WILL AUTOMATICALLY BE RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AT THE THEN CURRENT PREVAILING MONTHLY-PLAN RATE UNLESS YOU NOTIFY US IN WRITING 30 DAYS PRIOR TO THE END OF YOUR MONTHLY-PLAN AGREEMENT TERM. WE WILL NOTIFY YOU IN WRITING 60 DAYS PRIOR TO ANY CHANGE TO THE MONTHLY-PLAN PREVAILING RATE OR YOUR AGREEMENT. TO CANCEL THIS AGREEMENT, PLEASE CONTACT US TOLL-FREE AT 1-888-531-5403.

H. CANCELLATION (SEE SECTION I FOR STATE SPECIFIC DETAILS)

1. This Agreement may be cancelled by Us for:

- a. nonpayment of Agreement Fee by You;
- b. nonpayment of Service Fee by You;
- c. fraud or misrepresentation by You of facts material to the issuance of this Agreement; or
- d. mutual agreement of Us and You.

2. You may cancel this Agreement at any time for any reason.

a. If You cancel within the first 30 days of the Order Date, We will refund the paid Agreement Fee less any Service Costs incurred by Us (unless prohibited by law).

b. If You cancel at any time after the first 30 days from the Order Date:



PROTECTION PLAN TERMS AND CONDITIONS

- i. We will pay You a pro rata refund of the Agreement Fee paid for the unexpired term at the end of the month of which You cancelled less any Service Costs incurred by Us (unless prohibited by law);
- ii. If Our Service Costs are greater than the Agreement Fees to be refunded, You shall pay us the lesser of:
 - A. the difference between (i) Our Service Costs; and (ii) the Fixed-Term Agreement Fees paid or the Annual Monthly Agreement Fee paid; or
 - B. for Monthly Plans, the amount by which Your Annual Monthly Agreement Fee exceeds the Annual Monthly Agreement Fee paid in the year of Your cancellation.
- iii. In addition, You shall be responsible for an administrative fee of the lesser of:
 - A. \$50, or
 - B. such amount as is permitted by law.

I. RESOLUTION OF DISPUTES-MANDATORY ARBITRATION (SEE SECTION L FOR STATE SPECIFIC DETAILS)

1. **MEDIATION:** In the event of any dispute or controversy arising out of or relating to this Agreement, You agree to file a written claim with Us and allow Us 30 calendar days to respond to the claim.
2. **MANDATORY ARBITRATION:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time of the filing. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Neither party shall sue the other party in any court other than as provided herein for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION.
3. **CLASS ACTION WAIVER:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct



PROTECTION PLAN TERMS AND CONDITIONS

any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

4. In the event that You have multiple Agreements with Us, You must file 1 arbitration per Agreement. You hereby waive any right to bring 1 arbitration that covers multiple Agreements.

5. CHOICE OF LAW / VENUE: All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules. Any proceeding commenced pursuant to this Agreement shall take place in the State of New Jersey unless otherwise prohibited by law or agreed to by the parties.

J. SEVERABILITY

1. If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

K. PARTIES AND DEFINITIONS

1. "We", "Us" and "Our", throughout this Agreement ("Agreement," or "plan"), refer to American Global Obligors, Inc., 90 Washington Valley Road, Bedminster, NJ 07102, the Obligor of this Agreement, except in Alabama, Arizona, Arkansas, Florida, Hawaii, Illinois, Iowa, Kentucky, Louisiana, Massachusetts, Minnesota, Nevada, New Hampshire, New Mexico, New York, Oklahoma, South Carolina, Texas, Utah, Vermont, Virginia, Washington, D.C., Wisconsin, and Wyoming. In Alabama, the company obligated under this Agreement is Home Warranty Administrator of Alabama, Inc. (HWA-AL). In Arizona, the company obligated under this Agreement is Home Warranty Administrator of Arizona, Inc. (HWA-AZ). In Arkansas, the company obligated under this Agreement is Home Warranty Administrator of Arkansas, Inc. (HWA-AR). In Florida, the company obligated under this Agreement is Home Warranty Administrator of Florida, Inc. (HWA-FL). In Georgia, the company obligated under this Agreement is CHW Group, Inc., 2147 Route 27 South, 4th Floor, Edison, NJ 08817. In Hawaii, the company obligated under this Agreement is Home Warranty Administrator of Hawaii, Inc. (HWA-HI). In Illinois, the company obligated under this Agreement is Home Warranty Administrator of Illinois, Inc. (HWA-IL). In Iowa, the Company obligated under this Agreement is Home Warranty Administrator of Iowa, Inc. (HWA-IA). In Kentucky, the company obligated under this Agreement is Home Warranty Administrator of Kentucky, Inc (d/b/a/ HWA). In Louisiana, the company obligated under this Agreement is DMM Results of LA, Inc. (DMM-LA). In Massachusetts, the company obligated under this Agreement is Home Warranty Administrator of Massachusetts, Inc. (HWA-MA). In Minnesota, the company obligated under this Agreement is Home Warranty Administrator of Minnesota, Inc. (HWA-MN). In Nevada, the company obligated under this Agreement is Home Warranty Administrator of Nevada, Inc. (HWA-NV). In New Hampshire, the company obligated under this Agreement is Home Warranty Administrator of New Hampshire,



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Inc. (HWA-NH). In New Mexico, the company obligated under this Agreement is Home Warranty Administrator of New Mexico, Inc. (HWA-NM). In New York, the company obligated under this Agreement is Home Service Club Warranty Corp. (HSC). In Oklahoma, the company obligated under this Agreement is Home Service Club Warranty Corp. (HSC). In South Carolina, the company obligated under this Agreement is Home Warranty Administrator of South Carolina, Inc. (HWA-SC). In Texas, the company obligated under this Agreement is HWAT, Inc., dba Home Warranty Administrators (HWA-TX). In Utah, the company obligated under this Agreement is Home Warranty Administrator of Utah, Inc. dba Choice Home Warranty (HWA-UT). In Vermont, the company obligated under this Agreement is Home Warranty Administrator of Vermont, Inc. (HWA-VT). In Virginia, the company obligated under this Agreement is HWA of VA, Inc. (HWA-VA). In Washington D.C., the company obligated under this Agreement is Home Warranty Administrator of DC, Inc. (HWA-DC). In Wisconsin, the company obligated under this Agreement is Home Warranty Administrator of Wisconsin, Inc. (HWA-WI). In Wyoming, the company obligated under this Agreement is Home Warranty Administrator of Wyoming, Inc. (HWA-WY). HWA, HWA-AL, HWA-AZ, HWA-AR, HWA-FL, HWA-HI, HWA-IL, HWA-IA, HWA-MA, HWA-MN, HWA-NH, HWA-NV, HWA-NM, HWA-SC, HWA-TX, HWA-UT, HWA-VA, HWA-VT, HWA-DC, HWA-WI, and HWA-WY are located at 90 Washington Valley Road, Bedminster, NJ 07921. DMM-LA is located at 1 Gateway Center, Ste. 2600, Newark, NJ 07102. HSC is located at 305 Broadway, 7th Floor, New York, NY 10007. Warranty Administration Services, Inc., 90 Washington Valley Road, Bedminster, NJ 07921 (WASI) is the administrator of this Agreement. Our obligations under this Agreement are backed by the full faith and credit of the Obligor.

"Agreement Fee" refers to the amount listed as Your "Rate" on Your Coverage Details and the amount You paid for this Agreement.

"Annual Monthly Agreement Fee" refers to the Agreement Fee for each respective 12-month period beginning on the Order Date or Your coverage effective date (whichever is later).

"Common Systems" refers to systems or appliances that are utilized by multiple apartments, multiple units, multiple units of townhomes, multiple single-family homes or multi-family homes.

"Coverage Details" refers to the page preceding Your Agreement that is headed "Coverage Details" at the top of the page and lists Your name, contract number, covered property address, Agreement Fee, and Service Fee.

"Covered Item" refers to each numbered item listed in Sections C1 to C13; and Sections D1 to D11. Some Covered Items require payment of additional fees. See Your Coverage Details for a list of Covered Items included in Your policy.

"Fixed-Term Plan" refers to a plan with a fixed term of 1 year or greater.

"Monthly Plan" refers to a plan with a monthly recurring term of coverage.

"Order Date" refers to the date that You submitted Your Agreement Fee for processing by Us.

"Replace" or "Replacement" of a Covered Item means for clothes dryer, clothes washer, built-in microwave, oven/range/cooktop, dishwasher, refrigerator, and garbage disposal, We are responsible only for replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. For all other Covered Items, We will replace with builder's standard grade equipment that is the basic option that typically comes in standard



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sizes, colors, and standard configurations designed to fit most homes. We shall not be responsible for costs of equipment or labor in excess of builder's standard grade equipment.

"Service Costs" refer to any costs incurred by Us for access, diagnosis, repair and/or Replacement during the term of Your Fixed-Term Plan or, in the case of Monthly Plans, each respective 12 month period beginning on the Order Date or Your coverage effective date (whichever is later).

"Service Fee" refers to the amount You will have to pay to a Service Provider when You make a request for service.

"Service Provider" refers to a qualified service contractor within Our network that complete work under this Agreement. Service Providers are third parties not employees of Ours.

"You or Your" refers to the Agreement holder(s).

L. MISCELLANEOUS STATE PROVISIONS

1. Cancellation

- a. Alabama, Arkansas, Hawaii, Massachusetts, Minnesota, New Mexico, Virginia, Wisconsin and Wyoming residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days (30 days for Hawaii Residents) of the date this Agreement was mailed to You or within 10 days (20 days for Hawaii Residents) of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and, if You have not received any service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days (30 days for Iowa Residents, 60 days for New Mexico Residents) after the cancellation of this Agreement.
- b. Alabama Residents: If You cancel this Agreement after the refund period described in Section L(1)(a), We may retain an administrative fee of up to \$25 for issuance of this Agreement.
- c. Arizona Residents: The administrative fee permitted under Section H(2)(b)(iii) will not exceed the lesser of \$50 or 10% of the gross amount which You paid for this Agreement.
- d. [intentionally omitted]
- e. Hawaii Residents: Your right to cancel this Agreement and receive a full refund under Section H(2)(a) is not transferable and applies only to the original Agreement purchaser.
- f. Iowa Residents: The administrative fee permitted under Section H(2)(iii) will not exceed 10% of the gross amount which You paid for this Agreement.
- g. Nevada Residents: If no claim has been made under this Agreement, You have the right to return this Agreement within 20 days of the date this Agreement was mailed to You, within 10 days of delivery if this Agreement was delivered to You at the time of sale, or within a longer period specified in this Agreement. In such a case, this Agreement will be void and We will refund to You the full amount of the purchase price of this Agreement. This right to void this



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Agreement is not transferable and applies only to the original Agreement purchaser. A 10% penalty per month will be added to a refund that is not made within 45 days of return of this Agreement to Us.

We will not cancel this Agreement, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Agreement, whichever occurs first except for: (a) failure to pay by You any amount under this Agreement when due; (b) Your conviction of a crime which results in an increase in the service required under this Agreement; (c) discovery of fraud or material misrepresentation by You in obtaining this Agreement, or in presenting a claim under this Agreement; or, (d) Your act or omission, or Your violation of any condition of this Agreement, the discovery of which occurs after the effective date of this Agreement and which substantially and materially increases the service required under this Agreement. Cancellation of this Agreement as permitted hereunder is effective 15 days after We mail the cancellation notice to You. We will not cancel this Agreement, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Agreement, whichever occurs first except also for a material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold. In the event of cancellation, You will be provided a pro rata refund less any outstanding balance on Your account. We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Agreement.

h. Oklahoma Residents: In the event You cancel this Agreement, return of the Agreement Fee will be based upon 90% of the unearned pro rata Agreement Fee less the actual cost of any service provided under this Agreement. In the event We cancel this Agreement, return of Agreement Fee will be based upon 100% of unearned pro rata Agreement Fee less the actual cost of any service provided under this Agreement.

i. South Carolina Residents: If We do not provide a refund within 45 days of cancellation a 10% penalty per month shall be added to the refund.

j. Utah Residents: We may cancel this Agreement at any time for any reason, if this Agreement has not been previously renewed, and if this Agreement has been in effect less than 60 days when the written notice of cancellation is mailed or delivered. After this Agreement has been in force for 60 days, this Agreement may be cancelled by Us for the following reasons: (i) nonpayment of premium when due; (ii) mutual agreement of Us and You; (iii) material misrepresentation; (iv) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this Agreement; or (v) substantial breaches of Agreement duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. If We cancel this Agreement within the first 30 days of the Agreement effective date You will NOT be charged an administrative fee, and You shall be entitled to a refund of the paid premium less any Service Costs that were incurred by Us. If We cancel this Agreement after the 30th day from Agreement effective date, You shall be entitled to a pro rata refund of the paid premium for the unexpired term, less: (y) an administrative fee of up to \$50 (where permitted by law); and (z) any Service Costs that were incurred by Us.



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k. Vermont Residents: In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of receipt of this Agreement and have not received any service, for a full refund of the amount paid by You under this Agreement.

l. Virginia Residents: In addition to Our cancellation rights listed above, We may cancel this Agreement if this Agreement were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur.

m. Wisconsin Residents: Your right to cancel this Agreement and receive a full refund under Section H(2)(a) as modified by Section L(1)(a) is not transferable and applies only to the original Agreement purchaser. The administrative fee permitted under Section H(2)(iii) will not exceed 10% of the gross amount which You paid for this Agreement. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement Fee, less any Service Costs. This Agreement shall be non-cancelable by Us except for nonpayment of the Agreement Fee, material misrepresentation by You to Us or the administrator, or substantial breach of duties by You relating to the Covered Item or its use. If this Agreement is canceled by Us, We will mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to cancellation by Us. Our cancellation notice will state the effective date of the cancellation and the reason for the cancellation.

n. Wyoming Residents: Your right to cancel this Agreement and receive a full refund under Section H(2)(a) is not transferable and applies only to the original Agreement purchaser. If this Agreement is canceled by Us, We will mail a written notice to You at the last known address at least 10 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or substantial breach of duties by You.

2. Arbitration and Dispute Resolution

a. Alabama Residents: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by 1 arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") in the state of Alabama, under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section I(3) of this Agreement.

b. Arizona Residents: Arbitration under Section I(2) of this Agreement will not be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair trade Practices as outlined by the Arizona Department



PROTECTION PLAN TERMS AND CONDITIONS

of Insurance and Financial Institutions. To learn more about this process, You may contact the Department at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the Department against a service company issuing an approved service agreement under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the Department at 602-364-2499.

c. [intentionally omitted]

d. Oklahoma Residents: This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

e. Texas Residents: 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.

f. Utah Residents: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

g. Wisconsin Residents: Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us in advance of Your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by 1 arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. You may elect to have any arbitration under this Agreement held in the state of Wisconsin or within the jurisdiction in which the covered property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or



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local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section I(3) of this Agreement.

h. Wyoming Residents: At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming, any legal proceedings under this Agreement will be held in the State of Wyoming.

3. Other Miscellaneous State Provisions

a. Arizona Residents: This Agreement does not cover known or unknown pre-existing conditions unless such pre-existing conditions were known or should reasonably have been known by Us or a person selling this Agreement on Our behalf.

b. [intentionally omitted]

c. 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. Complaints which are not settled by the issuer may be sent to the Insurance Division. The address of the Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000; and the Division's telephone number is (515) 654-6600.

d. Kentucky Residents: We maintain a performance bond issued by Lexington National Insurance Corporation, P.O. Box 6098, Lutherville, MD 21094 (the "Insurer"). You are entitled to make a direct claim against the Insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us.

e. Nevada Residents: Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. Repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and, if We determine that an Emergency Repair cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and the Nevada Commissioner of Insurance. If You are not satisfied with the manner in which We are handling Your claim under this Agreement, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

f. New Hampshire Residents: In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or by calling (603) 271-2261.



PROTECTION PLAN TERMS AND CONDITIONS

g. Oklahoma Residents: We are licensed as a home service contract provider in Oklahoma under License No. 512409500. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event that this Agreement is a Monthly Plan, this Agreement will not expire while a Covered Item is being repaired for a covered service. You must notify Us of a request for service to be performed under this Agreement as soon as the problem is discovered. We will accept requests for service 24 hours a day, 7 days a week, 365 days a year. **For prior approval for services to be performed under this Agreement, please contact Us toll-free at 1-888-531-5403.** In order for the request for service to be covered, notice must be given to Us prior to expiration of this Agreement. Under normal circumstances, We will dispatch requests for services to a Service Provider within 48 hours. If You request non-emergency service outside of Service Providers' normal business hours (i.e. usually 8 AM - 5 PM in Your time zone, M-F, subject to change), You will be responsible for any additional fees or overtime charges. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (generally breakdowns to Covered Items that are essential to health and safety and would pose a substantial risk to loss of life or peril, such as breakdowns of heating, cooling, plumbing or substantial electrical service that renders the dwelling otherwise uninhabitable). We have the sole and absolute right to select the Service Provider to perform the service. We will not reimburse for any services performed without Our prior approval.

h. Texas Residents: This Agreement is issued by a Residential Service Company licensed by the Texas Department of Licensing & Regulation. Complaints about this Agreement or company may be directed to the Texas Department of Licensing & Regulation at PO Box 12157, Austin, TX 78711, (512) 936-3049. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESING OF A RESIDENTIAL SERVICE AGREEMENT UNDER TEXAS OCCUPATIONS CODE § 1303.304.

i. Utah Residents: This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association. **For prior approval for services to be performed under this Agreement, please contact Us toll-free at 1-888-531-5403. We also may be contacted by email at info@homewarrantyadministrators.com.** Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured Service Provider to obtain service in the event of failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement. Upon completion of the service, the Service Provider must provide You an itemized invoice for the charges. You should try to find a Service Contractor who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the Service Provider directly for the services rendered, including the Service Fee or similar charge up to the Service Fee, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under



PROTECTION PLAN TERMS AND CONDITIONS

this Agreement. Please call us at 1-888-531-5403 to find out the best way to submit the paid invoice; or, You may submit the paid invoice by mailing it to Us at 90 Washington Valley Road, Bedminster, NJ 07921, with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

j. Virginia Residents: If You are unable to contact or obtain satisfaction from Us then You may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, Virginia, 23218-1157 or by calling (800) 552-7945.

k. Wisconsin Residents: **THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

l. District of Columbia, Ohio, Pennsylvania, Tennessee, and Utah Residents: 30% of Your purchase price is for coverage of tangible personal property and 70% is for coverage of real property and fixtures.

m. Oregon Residents: (a) Under certain circumstances, you may be provided the option to select your own Service Provider and be reimbursed for covered costs. If you agree to select your own Service Provider, you will be provided instructions for how to proceed with your claim. Before starting the repair work, your chosen Service Provider must obtain prior approval by submitting an itemized diagnosis, including, but not limited, the cause of failure of the Covered Item and the cost of parts and labor necessary to effectuate the repair to www.chwclaims.com. Our authorizations team will review and, if authorized, send you e-mail stating the amount authorized. Once the claim has been authorized the customer will be sent instructions to upload their paid invoice on the customer portal using claim number and document type "reimbursement." Once successfully uploaded you will receive an email that the document was accepted and a check will be processed within 30 days for the authorized amount. We will not reimburse for any work performed by your chosen Service Provider without Our prior approval. If you have questions or difficulty uploading the required documents, please call our claims department at 888-373-7924. (b) In certain circumstances, you may be offered a replacement appliance of similar features, capacity, and efficiency or, alternatively, a cash or cash equivalent payment in the amount of the manufacturer's suggested retail price of an appliance of similar features, capacity, and efficiency (but not matching dimensions, brand, or color). (c) We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (generally If We determine in our reasonable discretion that a breakdown is to a Covered Items that is essential to health and safety and would pose a substantial risk to loss of life or peril, such as breakdowns of heating, cooling, plumbing or substantial electrical service that renders the dwelling otherwise uninhabitable, We will make reasonable efforts to expedite emergency service. (d) Complaints about this Agreement may be submitted to the Oregon Department of Consumer and Business Services Division of Financial Regulation at DFR.Insurancehelp@oregon.gov or by calling (888) 877-4894.

We offer service agreements which are not warranties.

This is not a contract of insurance. 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.

Terms may vary in different states (see Section L for state specific details.)

Toll Free: 888-531-5403 www.choicehomewarranty.com

DTC 01012022.3



HOME MAINTENANCE TIPS

As a leading home warranty provider, Choice Home Warranty constantly looks for ways to proactively help our policy holders. Here are several routine CHW maintenance tips for your home's major systems and appliances:



WINTER

1. Have your furnace serviced annually by a licensed professional for efficiency and safety. Choice Home Warranty contracts require unit to be properly maintained.
2. Insulate pipes in your home's crawl spaces and attic.
3. Clear debris out of window wells, gutters, downspouts, and storm drains.
4. Clean the clothes dryer exhaust duct, damper and space under the dryer.
5. Make sure the caulking around doors and windows is adequate to reduce heat loss.



SPRING

1. Make sure the light bulbs in all your fixtures are the correct wattage.
2. Consider installing a lightening protection system on your home. Choice Home Warranty does not cover lightening, power surges, or natural disasters.
3. Have a professional air conditioning contractor inspect and maintain your system as recommended by the manufacturer. Choice Home Warranty contracts require unit to be properly maintained.
4. Trim shrubs and plants near condensing unit to ensure proper air flow and circulation.
5. Drain sediment from water heater tank according to manufacturer's recommendations.



HOME MAINTENANCE TIPS



SUMMER

1. Have annual system maintenance service done before the air conditioning season begins. Choice Home Warranty contracts require unit to be properly maintained.
2. Keep curtains closed when temperatures are at their peak.
3. Use exhaust fans when cooking to remove excess heat and humidity.
4. Close registers in rooms that are not being used. To avoid damage to your central cooling system, close no more than one fourth of the area of your home.
5. Change the filter on forced air units.



FALL

1. Flush out sediments from your hot water heater and test the pressure relief valve, plus other annual inspection duties should be performed according to the instructions in your manual for the unit.
2. Have a heating professional check your heating system every year before the winter season.
3. Drain in-ground sprinkler systems.
4. Make sure the caulking around doors and windows is adequate to reduce heat/cooling loss.
5. Insulate outdoor faucets, pipes in unheated garages, and pipes in crawl spaces.



Refer-A-Friend Program



Refer Your
Friend to CHW



Your Friend Purchases
a Home Warranty
from CHW



CHW Gives YOU
1 Month of
FREE Service



You Can Keep
Earning by Referring



CHW Wallet Card

Homeowner: *KING, DONALD*
Property at: *1269 Justine St*
Corliss, PA, 15204

Contract No. *968122427*
Service Call Fee: *\$75.00*
Effective Date: *04-03-2025*
Expiration Date: *04-03-2026*

For Service Call 1-888-531-5403



Refer-A-Friend

Referral Contract Number: _____

Call Choice Home Warranty and mention the referral contract number above and both you and your friend will earn a FREE month of home warranty service. There is no limit to how many free months you can earn!

Get 1 Month FREE per referral
Call 1-888-531-5403



Refer-A-Friend

Referral Contract Number: _____

Call Choice Home Warranty and mention the referral contract number above and both you and your friend will earn a FREE month of home warranty service. There is no limit to how many free months you can earn!

Get 1 Month FREE per referral
Call 1-888-531-5403



Refer-A-Friend

Referral Contract Number: _____

Call Choice Home Warranty and mention the referral contract number above and both you and your friend will earn a FREE month of home warranty service. There is no limit to how many free months you can earn!

Get 1 Month FREE per referral
Call 1-888-531-5403