

RESIDENTIAL WARRANTY SERVICES

SERVICE CONTRACT



PLAN
DETAILS
ENCLOSED



COVERAGE PROVIDED BY



RESIDENTIAL WARRANTY SERVICES, INC.



RWS HOME SERVICE CONTRACTS, LLC.



RESIDENTIAL WARRANTY HOME PROTECTION OF CALIFORNIA INC.



RESIDENTIAL WARRANTY SERVICES OF CANADA, INC.

Certain items and events are not covered by this contract.
Please refer to the exclusions listed on pages 9-15 of this document



SAMPLE

Welcome.

Your service contract covers mechanical malfunctions for the items described and lasts for one year from the date of purchase unless otherwise stated on your Notice Form. Renewal of the contract is recommended and will be offered prior to the expiration of the contract.

This home protection plan guide includes the details on our base plan, Simple, which represents the broadest coverage available in the market today with coverage for every potential failure covered by competing products and then some. In fact, if you are ever denied coverage for a claim that can be verified eligible by any other plan, we will either cover it or give you 100% of your premiums back. It's that simple.

If your home protection plan includes an upgrade to the Premier Package, we've gone even further to offer you coverage beyond what other providers offer. Most plans simply exclude drain line stoppage, washers, dryers, well pumps, and

sewage pumps. We include all these components in our Premier Package as well as everything offered in our Simple Plan, including HVAC, electrical, plumbing, and kitchen appliances.

Our goal is your complete and total satisfaction and to create a customer for life. We're your partner in home ownership, and we take our responsibility of protecting your home (and your pocketbook) seriously.

That's why we include, free of charge, our SewerGard plan with every single contract we deliver, regardless of whether you purchased our Simple Plan, our Premier Package upgrade, or were eligible for an automatic upgrade to our 18 Month Plan thanks to your qualifying home inspection with a Certified Inspection Expert.

We can be reached at **1-800-544-8156 (US)** or **1-647-797-0571 (CAN)**; be sure to tell the operator about your Premier Package upgrade or 18 Month Plan eligibility for priority service.



Terms and Definitions

Here are some important terms to know, and the definitions you see here are how they are used throughout the contract.

Terms

Aggregate Limit of Liability

Any cap on coverage for a system or systems as specified by the contract. The cap would consist of any and all claims made before the Plan's expiration, and any and all limitations specified reset upon the renewal of the contract

Claim

Any time a current, covered failure is reported to RWS by the Contract Holder.

Non-claim

Any time an incident outside of coverage is reported to RWS by the Contract Holder.

Contract Holder

The person or persons to whom the benefit of the service contract from RWS is owed.

RWS

Acronym used to describe the Provider

Service Call Fee

The Service Call Fee is a fee incurred by the Contract Holder each time a claim is made and for each mechanical malfunction repaired under the contract terms.

Contract

This term is only used to describe your residential service contract/home protection plan and should not be given any additional meaning or interpretation beyond those given here. This is not a contract of insurance; it is a service agreement. This is not a written warranty. See additional terms and conditions for more details

Claim Types Defined

Emergency Claim

A furnace or heating system condition resulting in no heat when outdoor temperatures reported are less than 55°F, a sump pump malfunction when a risk of water intrusion via the sump pit exists, or an active pressurized water leak where the active leak cannot be temporarily resolved by a valve.

Non-Emergency Claim

Any claim type not specifically listed in the classification of "emergency" or "urgent" claims defined.

Urgent Claim

No hot water, no water, or a plumbing leak that requires the main water valve to be shut off to prevent damage, refrigerator not cooling, air conditioning system not cooling.

Contract Terms

This contract covers all items as described and excludes all others.

Call RWS at **1-800-544-8156 (US)** or **1-647-797-0571 (CAN)** and report your covered issue along with the make of the covered item. The Service Call Fee will be due to the servicing contractor upon arrival. RWS has the right to select the service contractor, but the type of contractor to be dispatched is ultimately up to the Contract Holder.

Contract Details

Including listing coverage terms and the short list of aggregate limits of liability

Listing Coverage (Seller's Coverage)

Listing coverage is for the seller of a property listed with a multiple listing system member only. The coverage is the same as that of the buyer's coverage, with two exceptions:

1. Listing coverage does not cover pre-existing conditions or defects discovered by a property inspector.
2. The aggregate limit of liability is **\$500.00**.

Failure to pay for the contract at closing will result in the costs of collection including reasonable attorney's fees, to be added to the total due that is incurred by RWS in collecting the service contract premiums from the seller. In other words, in consideration of coverage provided during the listing period, the seller agrees to purchase a contract from RWS for the subject property for the buyers at closing.

If you don't plan on providing the service contract to the buyers at the time of closing,

you have the option to offer the service contract without instituting the listing coverage.

Unilateral Contract

This service contract is a contract of adhesion, unilaterally presented by RWS to the contract holder. Payment or acceptance of coverage indicates acceptance of the terms and conditions. This contract may not be modified.

Additional Coverage Limits Offered

Access Fees up to \$50 per claim, \$200 aggregate.

Home service contracts generally exclude normal costs associated with gaining access to home mechanical systems that are behind drywall, beneath concrete, or otherwise not readily accessible. RWS will automatically pay up to \$50 towards that cost on any covered claim.

Aggregate Limit of Liability

Keeping in mind that each claim is only covered for the actual mechanical failure for the duration of the contract, the aggregate limit of liability (gross repair costs) for each of the home's systems (not individual units) is as follows:

HVAC \$10,000.00

Furnaces, air conditioners, heat pumps, ductwork, and all other HVAC components.

Electrical \$5,000.00

Main panels, sub panels, branch wiring, exhaust fans, and all other electrical system components.

Plumbing \$5,000.00

Supply lines, drain lines, and all other plumbing system components except for well pump, sewage pumps, and water heaters.

Appliances \$5,000.00

Refrigerators, dishwashers, ovens, stoves, built-in mi-

crowaves, garbage disposals, range hoods, trash compactors, washers, and dryers.

Well Pump \$500.00

Well pumps, pressure tanks, all plumbing and electrical components running to and from well pumps and pressure tanks.

Sewage Pump \$500.00

Sewage pumps, pit alarms, covers, all plumbing and electrical components relating to the sewage pump(s).

Roof Leak Repair \$500.00

Roof leak repair work, composition shingles, flashing.

Water Heater(s) \$1,000.00

Water heater repair work & replacement (covers the replacement cost of most water heaters).

Water Softener \$500.00

Standard residential water softening unit, components and plumbing to and from the unit.

Optional Add-On Coverage Pool/Spa - \$500 for heaters. \$500 for all other components. Septic Tank - \$275

The aggregate limit of liability for each of our Plans is \$25,000.00. This total includes the gross invoices for all claims made during a single contract term.

*See systems coverage summary for complete terms and conditions

Service Calls

Making a claim is easy. Read the guidelines below to find out how!

Service Call Fee

The Service Call Fee is the payment the Contract Holder must make to the servicing contractor and applies to each mechanical breakdown, for each distinct malfunction, on each and every claim in accordance with this contract. RWS is responsible for the cost of approved repairs beyond the Service Call Fee, subject to the limitations of liability. See your Plan Notice for your specific service call fee.

At times, multiple malfunctions may be discovered in the same component; a Service Call Fee would apply for each repair or the actual cost to repair, whichever is less.

Non-Claims

In the event of a non-claim, whereby a contractor is requested and the mechanical malfunction is either not covered by the contract or is not related to the contractor's trade, the trip charge from the contractor will be payable by the Contract Holder. RWS claims representatives are well-trained and will do everything within their power to ensure the right contractor is dispatched the first time; however, the ultimate determination of whether to request service and by what type of contractor is up to the Contract Holder.

Making a Claim

Prior to making a claim, the contract holder must sign a notice form and, upon request, submit a copy of their home inspection report. All claim types can be made by calling **1-800-544-8156 (US) or 1-647-797-0571 (CAN)**. Remember, if you call after normal business hours a contractor may not be able to be dispatched until the next business day. If the claim is not covered under the service contract, we will do our best to inform you so that you do not have to pay a service call fee for a non-claim. If the claim appears to fall under the service contract coverage provided, then the claims specialist will forward your claim to a contractor, who will then call you to schedule an appointment time. RWS will make every reasonable effort to get a service contractor dispatched within 24 business hours of contacting RWS. Remember that scheduling

takes place between you and the contractor, for your convenience. Since RWS is not involved, if you experience any delays please let us know immediately.

Urgent and Emergency claims will be processed ahead of non-emergency claims. Just call **1-800-544-8156 (US) or 1-647-797-0571 (CAN)** and follow the simple instructions provided.

Overtime fees

Nearly every home service contract charges overtime fees. Not RWS! When you need service after hours for your Emergency claim, you pay the exact same amount as you would any other time.

In other words, there are no overtime fees assessed by RWS for Emergency claims. If you choose to have a non-emergency or urgent claim addressed outside of normal business hours, additional fees may apply as assessed by the contractor.

Mandatory Additional Coverages

While most plans require the purchase of coverage for multiple furnaces, water heaters, and other components, our Plan covers these additional components automatically. No fees apply. It's included in the contract depending on which Plan you purchased. See your Plan Notice for specifics. The only reason we wouldn't cover these components under the terms of this contract would be because the square footage of the covered property reported to us is inaccurate or your plan does not include the upgrade that covers these components. Please confirm your square footage with us by calling **1-800-544-8156 (US) or 1-647-797-0571 (CAN)**. It's not required by any means, and we do our best to ensure we receive accurate information for billing purposes at the time the service contract order is placed.

Basis for Coverage

Unless otherwise agreed to in writing, all claims must be made between the date of contract commencement at noon and the date of expiration at midnight. This contract

covers mechanical breakdowns to covered items as specified herein. The Contract Holder is entitled to service beyond the date of the service contract's expiration so long as the claim has been filed within the service contract period.

The Contract Holder may be offered a renewable contract in the form of a renewal notice in the month preceding the expiration of their contract. Contract Holders who renew their existing home service contract with RWS will receive a renewal discount off of current rates. For more information regarding renewal of your contract, please call RWS at **1-800-544-8156 (US) or 1-647-797-0571 (CAN)**.

This contract covers only items as described and excludes all others. All repairs will be made/offered in a manner determined by RWS. RWS shall have the sole option of determining in what manner mechanical breakdowns will be corrected. Contract Holder has the option of taking a cash payment in lieu of repair on any claim but this decision must be made after diagnosis and approval of the claim by RWS and before any repairs have commenced and or parts have been ordered on their behalf.

The coverage in this contract applies only to items falling within the perimeter of the foundation of the home and attached garages with the exception of air conditioning units and well pumps. This contract only applies to homes on permanent foundations.

Each and every distinct breakdown of any part or component of any covered mechanical system, as determined by an authorized contractor, constitutes a distinct claim for which the Contract Holder will be responsible for a Service Call Fee or the actual cost, whichever is lower. The Service Call Fee is payable to the contractor at time of service unless otherwise specified by RWS.

Do Not Call a Contractor Before You Call RWS.

RWS will not be liable for any costs associated with a contractor selected by the Contract Holder without prior authorization. Contract Holder's contractors contacted prior to making a claim with RWS and without prior authorization will not be considered for servicing any claim, nor will any bill be reimbursed. RWS does not cover components damaged by outside contractors. This includes, but is not limited to, scheduled maintenance for HVAC systems under

our Premier Package. Before you have work done, call RWS to find out if it is covered.

Contractor Availability

RWS will make every reasonable effort to get a contractor dispatched within 8 hours of making an emergency claim, within 24 hours in the case of an urgent claim, and within 48 hours for all other claims. During high-volume claim periods, these times may be exceeded and RWS is not responsible for damage caused by delays in service. Once dispatched, the contractor will call you to schedule the visit at a time most convenient for you. As RWS is not involved, please let us know if you experience delays or do not hear from the contractor.

Should the trade of the contractor requested not be the trade necessary to fix a covered issue, it will be treated as a non-claim.

More on Getting Service After-Hours

Any claim, regardless of classification, may be handled after normal business hours based on the availability of RWS authorized contractors. For any claims not classified as emergency claims (see page 2 for more details), RWS shall only be liable for the standard costs of repairing the failed part, beyond any applicable Service Call Fee(s). Hence, the Contract Holder would be responsible for any overtime charges imposed by the contractor.

Emergency claims are handled per the terms of this contract excepting only that overtime charges are covered by RWS. Please note that overtime charges applied to urgent or non-emergency claims are the responsibility of the Contract Holder.

Return Service Calls

If the contractor does not adequately rectify the mechanical issue reported by the Contract Holder on the first visit, and a similar problem persists shortly, please call RWS to inform them of the unsatisfactory repair. If the problem is related to an inadequate repair, the contractor will come back out to commence further repairs at no additional cost to the Contract Holder, if the contractor is in the RWS network.

Right of the Contract Holder

The contractor selected by RWS does not have to be the contractor to perform the repair. After

diagnosis and before any repair actions have commenced, the Contract Holder may request cash in lieu of repair for that claim. RWS is not responsible for the work of contractors outside of our network under our “single service call fee per mechanical failure” contract (see next section).

Single Service Call Fee per Claim

RWS is not a contractor. However, all third-party contractors in RWS’ network are screened for mandatory qualifications, insurance, and references. Most RWS contractors have served hundreds of RWS claims. RWS does not guarantee the work of our network contractors, nor do we insure them for liabilities they may incur in the course of offering service. Should a Contract Holder or Contract Holder’s property sustain any sort of damage resultant from the work of a contractor, the contractor should be notified immediately.

RWS does, however, have a single Service Call Fee per mechanical failure. Should a single mechanical malfunction result in the replacement of a component (i.e. a gas valve, faucet, disposal, motor, switch, relay, etc.), and that same component fails at any time during the same contract term, it shall be fixed or replaced at no additional cost to the Contract Holder. The circumstances under which the component failed must be covered by the service contract and RWS reserves the right to send the same contractor to the home if the problem persists. Furthermore, it is our policy that contractors leave a copy of the invoice for work performed. Each contractor has their own contract on how long they guarantee their workmanship and parts, which may extend beyond the term of your service contract with RWS. Call the contractor for further details or inquire about their guarantees at the time service is performed.

Second Opinions

RWS reserves the right to a second opinion after the diagnosis of a covered issue by an RWS network contractor, at the cost of RWS and at no further cost to the Contract Holder. If in the event of an emergency, covered claim, as defined by this contract, the Contract Holder incurs hotel fees as a result of RWS exercising this option and it takes more than 24 hours to obtain, RWS shall reimburse the Contract Holder up to \$100 per night until the second opinion is obtained.

In the case of a Contract Holder opting to utilize

their own contractor, RWS reserves the right to a second opinion after diagnosis and estimates, at the cost of RWS less the service call fee that applies to that claim, but no per diem or hotel fees will be provided.

Cancellation

RWS may cancel this contract without refund to the Contract Holder under any of the following circumstances: (1) In the event of fraud or misrepresentation by the Contract Holder or any related parties, (2) If the Contract Holder fails to pay any fee associated with this contract including, but not limited to; Service Call Fees and payments for the service contract itself, or (3) If the home is vacated or has been left vacant in the past.

Getting Service

Getting the contractor you want is simple with RWS. Just follow these 3 easy steps to make a claim and choose your contractor.

Call Your Own Contractor Option

While most service contract companies will only permit you to utilize a contractor of their choosing, RWS allows our clients the option to utilize the contractor of their choosing. The process for using your own contractor is as follows.

Step 1

Call RWS at **1-800-544-8156 (US)** or **1-647-797-0571 (CAN)** to report your covered issue along with the make, model, and serial number of the covered item and let RWS know that you would like to contact a contractor of your own choosing. If call volumes are high, you have the option to leave a call back number and you will be called back in the order it is received.

Step 2

Call any licensed or properly certified contractor you would like, but make sure to let them know that you are working with RWS and that all repairs must be approved prior to commencing. In other words, the contractor needs to deliver to RWS a detailed diagnosis including:

- a.) The cause of the malfunction.
- b.) What components need repair or replacement and for what reason, and
- c.) A detailed estimate including:
 - i. An itemized parts list with their corresponding prices
 - ii. The total number of hours the job will take and the hourly rate being charged.

Step 3

Submit the diagnosis and estimate to RWS prior to proceeding with the repair(s). Upon RWS' approval of the diagnosis, repair, and costs, you will receive a buyout check for the approved amount*

Important!

RWS has the right to request multiple estimates or diagnosis at its discretion, which may include contacting a contractor of RWS' choosing. RWS is not responsible for damages caused by contractors outside of the RWS network. Contract Holder assumes all responsibility for the actions of their own contractor.

Why would RWS approve a claim but request a second estimate?

RWS handles literally tens of thousands of claims, and while pricing on some service calls are fairly consistent in

some areas, other service calls have large disparities in pricing. RWS has the option to request additional estimates and to even consult with their own network contractor where pricing exceeds RWS' standard pricing levels.

While a claim is approved and accepted by RWS to utilize your own contractor, RWS will automatically deduct the Service Call Fee(s) from the amount of that approved claim. You will pay the contractor directly. Many contractors offer free diagnosis/estimates, and RWS would suggest

when you utilize your own contractor that you request this level of service from the contractor because you will be responsible for paying the diagnosis fee if: a.) The contractor's estimate was not approved due to exceeding RWS standard pricing levels; b.) The contractor's diagnosis is in error or fraudulent; or c.) If another contractor completes the work.

Required Notification

RWS is not responsible or otherwise liable for repairs or associated costs incurred before prior authorization is granted by RWS

*Please see the Limits of Liability beginning on page 14, for complete terms and conditions

Systems Coverage Summary for the Simple Plan

CENTRAL HEATING SYSTEM

Covered: This contract covers heating units including forced air systems and heat pumps, heat exchangers, secondary heat exchangers, burners, elements, furnace mounted humidifiers, electronic air cleaners, baseboard electric heating systems, thermostats, accessible interior gas lines, accessible ductwork, permanently mounted wall units, inaccessible ductwork (Contract Holder must pay to gain access), flues & vents, registers, grills, clocks. Geothermal, oil, steam, water, wood burning, coal, radiant heat and solar systems are covered with a \$1500 aggregate limitation. Zone dampers and zone control systems are covered with a \$500 aggregate limitation.

Example of Items/Conditions that are Not Covered: Furnaces using converted fuel type, portable units, and any equipment typically intended for use in commercial/non-residential applications, chimneys, chimney liners, crane charges, fuel lines & storage tanks. In-ground geothermal components, leak checks, and maintenance are not covered under this contract.

Also Covered:

- Heat lamps
- Coolant evacuation & recovery
- Permit fees
- Filters & filter media
- Condensate line
- Clearing/stoppages
- Cleaning and re-lighting of pilots
- No limitation on number of systems

CENTRAL AIR CONDITIONING SYSTEM

Covered: Electric central air conditioning unit or heat pump, including compressors, coils, motors, belts, pulleys and related components attached to air conditioning units, leaking refrigerant lines, thermostats, cleaning of condensate drain lines, float assembly, window units, condenser casings,

filters. (See Central Heating System for terms on other unit types and zone systems)

Example of Items / Conditions that are Not Covered: Gas fired air conditioners, lithium/glycol units, “burnt” refrigerant conditions (an indication of a lightning strike or electrical surge causing damage to the unit), leak checks maintenance, chillers, and chiller components.

Also Covered:

- Coolant evacuation & recovery
- Permit fees
- Filters & filter media
- Condensate line clearings/stoppages
- No limitation on number of systems
- Condensate pumps
- Condensate lines
- Interconnecting Freon lines
- Rooftop Units

PLUMBING

Covered: Water pipes, waste pipes, gas pipes, vent pipes, faucets (builder standard for replacement), valves, sill cocks, assembly parts within the toilet tank, shower and tub valves (builder standard for replacement), diverter valve, angle stops, risers and gate valves, drain valve, hose bibs, hose spigot, vent and sewer lines, normal stoppages, toilet seats & lids, whirlpool tub mechanical components, pressure regulating devices, basket strainers, water filters & purifiers, instant-hot water systems, bidets, plumbing within the perimeter of the home, plumbing within the foundation or slab, caulking and grouting, freeze damage (the covered property must have had heat on at the time of the occurrence), and shower heads.

Examples of Items/Conditions that are Not Covered: Any condition resulting from tree roots, plumbing components outside of the foundation or in unheated areas, bathtubs and

shower enclosures, sinks, toilet tanks, conditions involving structural issues or settlement, holding tanks, steam rooms and saunas, lawn sprinkler systems, fire suppression systems, any loss arising from mineral or chemical deposits, insufficient capacity or water residue, damage caused by plumbing issues, pools, spas, and their respective equipment. This contract does not cover water quality, softness or purity issues,

Also Covered:

- Caulking and grouting
- Instant hot water systems
- Pressure regulating devices
- Freeze damage (see terms)
- Jetted bathtub-including electrical controls, plumbing lines, air pumps, pumps, and motors.

ELECTRICAL SYSTEMS

Covered: Main panels, sub-panels, breakers, switches, receptacles, interior wiring, wiring to air conditioning unit, attic and exhaust fans, doorbell wiring, telephone wiring, fixtures (builder grade for replacement), carbon monoxide detectors, smoke alarms, and timers.

Example of Items/Conditions that are Not Covered: Loss arising out of power failure or surge, conditions of overload or inadequate capacity, intercom systems, DC components, meter boxes, electrical items located outside the perimeter of the home and attached garage, any repairs necessary upline from the main panel.

Also Covered:

- Load control devices
- Touch pad assemblies
- Transmitters and remotes
- Corrosion caused by moisture
- Data lines (CAT 5)
- Central vacuum system main unit (does not cover lines & accessories)
- Belts, shutters, and filters for exhaust, attic, or ceiling fans

WATER HEATERS

Covered: Water heater tank, elements, gas valves and lines, thermocouples, vent pipes and lines, insulation and insulation blankets, racks, straps, hot water dispensers, flues, and thermal expansion tanks.

Example of Items/Conditions that are not covered: Solar components, magnesium rod failures, lime buildup and noise without a related mechanical malfunction.

Also Covered:

- Tankless water heating systems
- Base pans
- Sediment (when it can be removed by draining the unit)

GARAGE DOOR OPENERS

Covered: Garage door opener units of a standard residential grade, including motor, receive board, relays, switches, drive trains, capacitors, push arm, track assembly, door hardware, remote sending units, standard maintenance, infrared sensors, chains, keypads.

Example of Items/Conditions that are Not Covered: Doors, frequency interference, damage caused by malfunctions.

Also covered:

- Hinges
- Springs (see Garage Door Spring section)

GARAGE DOOR SPRING

Covered: Garage door springs, when broken.

Example of Items/Conditions that are Not Covered: Damage caused to the door, cables, lines, replacement of counter-balancing spring (often recommended but not required).

Do not call a contractor prior to approval. Call 1-800-544-8156 (US) or 1-647-797-0571 (CAN)- 24 hours for claims service.

Appliances

RANGE / OVEN

Covered: Elements, burners, over range exhaust fan, thermostat, wiring, igniters, clocks, rotisseries, racks, handles, knobs, interior lining, and other related components and parts to a built-in range/oven. Sensiheat burners will be replaced with standard burners.

Example of Items/Conditions that are Not Covered: Self-cleaning mechanisms, meat probes. Damage to glass on oven door or glass top surface.

DISHWASHER

Covered: Built-in dishwashing units and related parts and equipment, including timers, motors, heating elements, hinges and latches, wash arms, fill valves, spray arm, racks, baskets, and rollers.

Example of Items/Conditions that are Not Covered: Panels, cabinetry, effectiveness of cleaning, valves clogged by sediment or lime buildup, interior tub leaks.

GARBAGE DISPOSAL

Covered: Built-in garbage disposal and all related parts and components, including motor, wiring, blades, switches and casing.

Example of Items/Conditions that are Not Covered: Failure due to a clog, corrosion, or rust.

EXHAUST FAN

Covered: All parts and components of standard size overhead exhaust fans, both recirculating and noncirculating.

Example of Items/Conditions that are Not Covered: Conditions resulting from debris stuck in fan.

ROOF LEAK REPAIR

Covered: Leaks only, to rolled roofing, composition shingles, and flashing.

Example of Items/Conditions that are not covered: Water damage, leaks resulting from wind and storm conditions (or any harsh weather condition), missing shingles, routine periodic maintenance, damage due to persons walking or standing on roof, and gutters.

Exclusion: Any failure caused due to presence of system components that do not match in size, capacity, or efficiency, is not covered under the Simple coverage of the plan.

TERMITE PROTECTION PLAN

Covered: Conventional chemical treatment in the case of a new infestation.

Requirement: The home must have had a clear termite report within the six-month period preceding the start of the contract.

Example of Items/Conditions that are not covered: Baiting systems, infestations resulting from removal or non-maintenance of baiting systems, damage caused by wood destroying insects, infestation in decks, fencing, or any other area outside the perimeter of the foundation of the home and attached garage.

OPTIONAL ADD-ON COVERAGE POOL/ SPA MECHANICAL

Covered: In-ground pool and spa mechanical systems, including above ground accessible piping, above ground accessible working components of the pumping, heating, and filtration system, heaters, primary circulator pump and motor, relays, impellers, filters, back flush valves, pressure gauges, housings, and laterals.

Example of Items/Conditions that are not covered: Liners, structural defects, underground components, ionizers, chlorinators, maintenance, filter media, any condition arising from the process of opening or closing the pool, pool cover, cover motors, skimmers, pop up heads, waterfalls, or fountains, pool sweeps, cleaning equipment, lights, and jets.

OPTIONAL ADD-ON COVERAGE SEPTIC TANK PUMPING

Covered: Up to one tank pumping in the case of system failure due to a full septic tank if a septic certification was completed within 90 days prior to close of sale. Coverage only becomes effective 30 days after the closing.

Example of Items/Conditions that are not covered: Multiple pumpings, leach fields, and other septic components, disposal of waste, chemical treatments, tanks, cesspools, any costs associated with gaining or finding access to the septic tank.

EXTENSION DICOUNT

For holders of our Simple Premier Plans, you can extend the duration of your Plan from 12 months to 24 months for only \$400. This is available during the initial 6 months of your Plan term; speak with your RWS representative to get an extension set up today!

Premier Package Upgrade Coverage Summary

If you purchased our Premier Package, you get all the coverage included in the Simple Plan Systems Coverage Summary above PLUS:

SUMP PUMPS

Covered: Standard AC groundwater sump pumps, switches, receptacles, evacuation lines.

Example of Items/Conditions that are not covered: Battery backup systems, pedestal systems, lack of capacity, grinder pumps utilized as sump pumps, and conditions caused by debris in the pump.

Also Covered:

Portable and non-hard piped unit that is permanently installed

Backup units (except battery powered units)

HVAC MAINTENANCE

Covered: Routine HVAC maintenance and cleaning are covered at a rate of up to \$200 annually including cleaning and air filter replacements. Call the office to schedule your standard or routine maintenance today!

WASHER & DRYER

Covered: Clothes washer and dryer, related components including motors, pumps, timers, wiring, relays and switches, belts, hoses, thermostats, heating elements and burners, lint screens, gas valve, and pulleys.

Example of Items/Conditions that are not covered: Soap dispensers, plastic tubs, filter screens, knobs, dials, venting, door seals, panels, and cabinetry.

REFRIGERATOR

Covered: Refrigerator or combination refrigerator/freezer, icemaker, compressors, condensers, evaporators, fan motors, timers, thermostats, wiring, racks, shelves, door seals, door alarms, consequential food spoilage.

Example of Items/Conditions that are not covered: Televisions/media centers, walk-in units, structural components, beverage and ice dispensers, panel and cabinetry, drawers, external thermostats, wine cooler and/or refrigerator.

Also Covered:

Disposal of old equipment
Light bulbs and fixtures
Drip pans
Springs.

MICROWAVE

Covered: Built-in microwave, parts, and components including electric timer, transformer, magnetron tube, door latch, touch tone panel, interior lining, clocks, and shelves.

Example of Items/Conditions that are not covered: Glass, countertop units, rotisseries, cooking accessories, removable trays, lights, panels and cabinetry, toaster units, units connected to a wall oven, and turntables.

TRASH COMPACTOR

Covered: Built-in trash compactor and component parts, including motors, switches and relays, wiring, and tracks.

Example of Items/Conditions that are not covered: Lock and key assemblies, removable buckets, door seals, knobs/handle/pedals, racks, panel and cabinetry, automatic deodorizers, and loss due to corrosion/rust.

WELL PUMP

Covered: Well pump, electrical and plumbing lines to and from the unit, pressure switch, motor, impellers, seals, controls, and pressure tanks.

Example of Items/Conditions that are not covered: Well drilling, geothermal system pumps, booster pumps, hoisting or removal, redrilling of wells, well casings, failure due to water impurity, excavation or other charges necessary to gain access to the pump, joint wells, and tampering.

SEWAGE PUMP

Sometimes referred to as a "lift station"

Covered: Standard residential grade sewage pump located within the perimeter of the home, adjacent plumbing lines, and power supply.

PRE-EXISTING CONDITIONS

RWS will pay a maximum of \$1000 for pre-existing conditions that were not known to any party involved in the transaction. As a part of the verification process, the Contract Holder will be required to provide RWS with a copy of any home inspection reports and seller's disclosure statements. No other pre-existing conditions are covered under this contract, unless specified.

DRAIN LINE STOPPAGE

Covered: Stoppages accessible and clearable by a sixty-foot standard sewer cable or by hydro-jetting. Home must have a clean-out installed. If one is not present, Contract Holder is required to install one at their own cost prior to making a claim under drain line stoppage.

Example of Items/Conditions that are not covered: Outside influences, such as roots, excavation, modifications to sewer lines to make them accessible. Roof vent entry is not covered by this contract.

CODE UPGRADES

If a mandatory code upgrade is required as part of a covered system repair, RWS will cover up to \$400 per Contract Term towards the mandatory upgrade, including those related to changing refrigerant types in air conditioning systems. To qualify for this payment, the homeowner must submit the applicable legal code showing that the upgrade was mandatory. This shall be applied to the aggregate limitation of the system benefited by the coverage.

EXTENSION DISCOUNT

For purchasers of our Premier Package, you can extend the duration of your Plan from 12 months to 24 months for only \$400. This is available during the initial 6 months of your Plan term.

Speak with your RWS representative to get an extension set up today!

PERMIT FEE

Permit fees are covered at a rate of up to \$50 per failure.

18 Month Plan Systems Coverage Summary

If you've had a qualifying home inspection with a Certified Inspection Expert, your Simple or Premier Package purchase is **AUTOMATICALLY** upgraded to the 18 Month Plan where you get the coverage listed in your specific Plan's coverage summaries above, **PLUS:**

FREE 6-MONTH EXTENSION

Your Simple or Premier Package is **AUTOMATICALLY** extended for 6 months at no charge to you.

WATER SOFTENER

Covered: Standard residential water softening unit, components and plumbing to and from the unit.

Example of Items/Conditions that are not covered: Softening effectiveness, system failure due to sediment or lime buildup, conditions of insufficient or excessive water pressure, color or purity of the water, water purification systems, reverse osmosis systems, salt replacement, rust corrosion, systems that do not run on electric power.

ALARM SYSTEMS

Covered: Any non-proprietary component of a permanently installed home alarm system that is currently under a monitoring contract.

Example of Items/Conditions that are not covered: Proprietary components or equipment, video camera, and video system components.

EXTENSION DISCOUNT

For holders of our 18 Month Plan, you can extend the duration of your Plan from 18 months to 24 months for only \$200. This is available during the initial 6 months of your Plan term. Speak with your RWS representative to get an extension set up today!

Limits of Liability

1. RWS is not responsible for the cost to gain access or close access to a covered item except where specified.

2. RWS reserves the right to a second opinion at no additional charge to the Contract Holder unless the first contractor was chosen by the Contract Holder, in which case additional charges may apply.

3. Coverage for all items encased in concrete is limited to \$400 aggregate.

4. RWS does not cover items where environmental issues arise such as lead, mold, or asbestos. RWS is not responsible for the presence of lead, mold, asbestos or any other environmental hazard nor removal of the same.

5. RWS does not cover consequential or secondary damage caused by malfunctions of covered items except where specified. For example, if a covered plumbing issue results in damage to drywall on the walls or ceiling of the house, RWS is not responsible for these secondary damages. RWS is not an insurer.

6. RWS does not pay for the costs of permits except where specified.

7. RWS reserves the right to make a cash payment to a Contract Holder in lieu of repair/replacement for the defective part(s). The cash payment will reflect RWS's negotiated cost for service and may be less than retail.

8. Repairs necessary as a result of any act of nature, misuse, abuse, lack of maintenance, improper installation, wind, rain, tornado, fire, hurricane, riots, civil commotion, or any other outside influence, natural or unnatural, including a previous contractor's work or improper installation, are not covered under this contract.

9. RWS will make commercially reasonable efforts to fulfill its obligations under this contract. Certain causes and events out of RWS's control may result in RWS's inability to perform, in whole or in part. If this occurs, RWS's obligations shall be suspended to the extent necessary by such event and, in no way, shall RWS be liable to the contract holder or

any party for its failure to fulfill its obligations or for damages caused. Events include, but are not limited to, acts of god, fire, war, flood, earthquake, hurricanes, tornadoes, other natural disasters, acts of terrorism, acts of any governmental agency, accidents, strikes, labor troubles, shortages in supply, changes in law, rules, or regulations of any governmental authority, and any other cause beyond RWS's Reasonable control.

10. RWS is not the servicing contractor; all RWS network contractors are independent, third parties to RWS, though all are screened for mandatory qualifications, insurance, and references. Most network contractors have serviced hundreds of RWS claims for our contract holders and, as a risk management company, we cannot guarantee the work of our contractors or take responsibility for liabilities they may incur through the course of work. Any statement made by a contractor, whether or not they are an RWS network contractor, is their personal opinion and not binding on RWS, including any statements regarding coverage or extent of coverage under the contract.

11. Solar systems, holding tanks, system management controllers, and/or electronic equipment are not covered under this contract unless specified.

12. Commercial equipment is not covered. Commercial-like equipment and non-domestic equipment is limited to \$500 aggregate coverage for the contract term. Any premium, ultra-premium, double-wall ovens, and combination oven (i.e. oven/microwave) have an aggregate coverage limit of \$600. Examples of Ultra Premium or commercial grade appliances include appliances of the brands including or similar to Subzero, Wolf, Viking, Gaggenau, Thermador, and appliances that have a new retail value of \$2,000 or higher.

13. RWS has the sole right of determining whether a mechanical component shall be repaired or replaced. Replacement components shall have similar capacity and features, however RWS is not responsible for matching brand, color, dimensions, or for modifying cabinets or structures of any kind.

14. RWS is only responsible for standard replacement costs of the failed part, even if the best option for the Contract Holder is a full replacement. Should the Contract Holder wish to replace the failed item, unit, or system, they may choose to receive a cash payment or allowance in lieu of repair. In such cases, the cash payment shall be made in accordance with RWS negotiated service repair rates and may be less than retail.

15. Refrigerant is covered up to \$40 per pound.

16. Contract Holder is responsible for the cost of access to units and/or components that are on rooftops or otherwise elevated. RWS will not cover components travelling through community property.

17. RWS will pay a maximum of \$250 for induction fans on water heater and HVAC systems.

18. Washer/Dryer coverage is limited to \$400 per unit.

19. RWS is not responsible for the cost of leak checks; customer shall be responsible for all costs related to locating the leak.

20. This contract does not apply to leased equipment and any and all other warranties shall be exhausted first. Coverage applies only to real property, fixtures, and appurtenances.

21. Coverage may be voided if the correct square footage, including finished and non-finished spaces, was not reported to RWS and was not appropriately ordered.

22. This contract is a service contract and not a reimbursement contract. You must call for service at 1-800-544-8156 (US) or 1-647-797-0571 (CAN).

23. The aggregate limitation for Termite Treatment is \$700. Septic tank pumping is limited to \$275 aggregate, Pool/Spa coverage if this optional coverage is purchased is limited to \$500 for heaters and \$500 for all other components. The aggregate limitation for drain line stoppage is \$275. The aggregate limitation for garage door spring coverage is \$250.

24. Reimbursement rates for Contractors NOT in RWS's network: up to \$75 per hour

for labor charges (up to \$100 per hour for emergency labor charges), up to 10% over distributor cost for material costs, shipping costs up to \$50, where applicable, and up to \$30 for trip charges.

25. If a third-party warranty, including a manufacturer's warranty, applies to part or all of the covered failure submitted, only the parts and labor costs not covered by the third-party warranty will be eligible for coverage, as determined by RWS, up to \$75 per hour for labor charges. Written approval or denial of the third-party warranty must be submitted to process your claim under this contract.

Additional Terms and Conditions

All claims and disputes regarding this contract or its provisions shall be governed, construed, and enforced in accordance with the laws of Hamilton County, in the state of Indiana. Each party hereby consents to the exclusive personal jurisdiction and venue of the courts, state and federal, having jurisdiction therein. Contract Holders may have other legal rights that vary from state to state and so are responsible for informing themselves to the laws of their jurisdictions and compliance therewith.

The administrator of this contract is:

Residential Warranty Services, Inc. located at 698 Pro Med Lane, Carmel, IN 46032 ("RWS"). Toll-Free 1-800-544-8156.

The contract terms expressly listed herein constitutes the entire agreement between RWS and the Contract Holder. Any claim, dispute or controversy regarding this contract or the relationship among the parties, by or on behalf of a Contract Holder, will take place on an individual basis. Class actions, collective actions, and other similar representative proceedings of any kind or nature are not permitted. By entering into this contract, you agree that you may bring claims against RWS or its affiliates only in your individual capacity.

Any failure by RWS to assert a right or enforce a requirement under this contract shall not be deemed a waiver of that or any other right or requirement and shall not preclude RWS from asserting any right or enforcing any requirement at any time. If any provision of this contract is held to be illegal, invalid, or unenforceable, for any reason, that provision shall be limited or eliminated to the minimum extent necessary so that this contract shall otherwise remain in full

force and effect and enforceable.

1. You will find the name(s) of the service contract seller and the service contract holder, as well as the price of this service contract on your notice form or invoice. All pricing for RWS contracts is clearly enumerated on our order forms. For a copy of your invoice or of any of our printed materials, please call our offices at **1-800-544-8156 (US) or 1-647-797-0571 (CAN)**. Any contract not paid in full is invalid.

2. This contract is transferable. A transfer fee of \$35 may apply.

3. All of our service contracts are service call fee based. The Service Call Fee is \$150.00 unless otherwise stated in your Plan Notice.

4. This contract contains all terms and conditions including those regarding merchandise and services to be provided, limitations, exceptions, and conclusions. Contract Holder must comply with manufacturer's instruction for maintenance and installation of components for failures to be covered.

5. This service contract is not mandatory as a part of any real estate transaction or otherwise and may be waived prior to its acceptance.

6. All claims shall be made by calling **1-800-544-8156 (US) or 1-647-797-0571 (CAN)** PRIOR to any service or diagnosis being performed. All initiation of covered services will transpire within 72 hours of request for service and immediately for heating services during winter months.

7. For Contract Holder initiated refunds, if applicable and if not specifically mentioned below, RWS will process refunds as follows: the total contract price, prorated based on a twelve-month term, with the unearned amount being refunded less both an administrative fee equivalent to 10% of the total contract price and claims costs incurred by RWS on the contract, regardless whether paid directly to the Contract Holder or to a third party. All open and pending claims will be canceled as of the date this contract is canceled. The Contract Holder understands they will have no rights to any payments, services, or repairs that may have otherwise been due here under.

8. Cancellation or expiration of this contract does not void your obligation to pay. Contract Holder agrees to pay, in addition to the principal

and interest owed and amount paid out by RWS, whichever is greater, all collection costs, including reasonable attorney's fees incurred by RWS in its actual or attempts to collect any amount due hereunder.

9. You, the Contract Holder, agree and acknowledge that you have paid an additional fee for this contract that is separate and apart from the purchase price paid for the covered part, home, unit, system, or appliance. Because of that separately stated consideration, you agree and acknowledge that this Plan is not part of the basis of the bargain for your purchase of the covered home, unit or appliance. You further agree and acknowledge that We, the Administrator/Obligor hereunder, are not the supplier of the covered part, home, unit, system, or appliance. Consequently, this contract is not a "written warranty" under the federal Magnuson Moss Warranty Act. As a result, this Agreement is not subject to the provisions of the Magnuson Moss Warranty Act that apply only to a "written warranty".

10. We collect personal information about you in order to establish and manage our, and our authorized service provider's, business relationship with you. We won't knowingly share this information with third parties without your permission, other than to service providers, parties that provide us with credit information, parties to whom we transfer, assign, encumber or otherwise dispose of this Agreement or otherwise in accordance with our Privacy Policy available at: <https://residentialwarrantyservices.com/privacy.xhtml>, <https://rwshomeservicecontracts.com/privacy.xhtml>, <https://rwscanada.ca/rwsca/privacy.xhtml>, and <https://homewarrantycalifornia.net/privacy.xhtml> (individually and collectively the "Website"). In light of this, you hereby: (i) consent to the collection, use, disclosure, and maintenance of personal information in accordance with the terms of our Privacy Policy available at the Website; and (ii) authorize us to use and disclose your personal information to: verify your identity when you request information about your account by telephone or email; bill, collect payment, manage your account and/or supply services to you under this Agreement; review information about your bill payments; provide to our authorized service contractors and other companies that provide service under this Agreement; comply with law enforcement and/or a legal requirement; and process past due accounts of yours which have been passed to a debt collection agency;

and we agree that the results thereof, any other personal information provided by or about you shall be handled by us in accordance with applicable laws and the Privacy Policy. We may record our telephone conversations with you and disclose the recordings to achieve the purposes set out in this section. You may contact our Privacy Officer to discuss any questions or concerns related to the Privacy Policy, how your information is being handled, or to request that your personal information be revised or removed from our promotional list by mail at: RWS, Attn: Compliance, PO Box 797, Carmel, IN 46082

State/Territory/Country Specific Terms and Conditions

1. Obligations of the provider under this service contract is guaranteed by the provider Residential Warranty Services, Inc. (698 ProMed Lane, Carmel, IN 46032) except as follows:

CA: Residential Warranty Home Protection of California, Inc. (698 Pro Med Lane, Carmel, IN 46032)

IA, IL NY, TX, VA, WI: RWS Home Service Contracts, LLC (698 Pro Med Lane, Carmel, IN 46032)

WA: Obligations under this service contract are backed by the full faith and credit of the service contract provider, 4Warranty Corporation. If any promise made in the service contract has been denied or has not been honored you may contact Fortegra Financial Corporation at (800) 888-2738.

Canada: Residential Warranty Services of Canada, Inc.

ONTARIO: Residential Warranty Services of Canada, Inc. Attn: Albana Musta, Ste #202, 1451 Royal York Road, Toronto Ontario M9P 3B2

2. If no claim has been filed the original contract holder may return this service contract within thirty days of the date of mailing and the Provider will refund the purchase price, less any claims paid and a ten (10%) percent administrative fee unless otherwise specified below. Any cancellation by the Provider, for reasons other than a substantial breach of duties by the contract holder or the reasons enumerated within the contract shall require written notice stating the effective date of cancellation and the reason for the cancellation at least fifteen days prior, mailed

to the mailing address of the contract holder's account.

AL RESIDENTS: In the event the original contract holder makes a written demand for cancellation of a contract pursuant to the terms the provider shall refund to the contract holder the unearned portion of the full purchase price including the unearned portion of any premiums paid after subtracting a twenty-five dollar administrative fee for the issuance of the contract if such fee is provided. Any refund due a contract holder may be credited to any outstanding balance of the account and the excess, if any, shall be refunded to the contract holder. A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder.

AR RESIDENTS: Written advance notice will be provided if the contract is cancelled for any reason not stated under the cancellation clause herein. Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

AZ RESIDENTS: Cancellation, by either RWS or the contract holder, will be calculated in accordance with 'Additional Terms and Conditions', No. 7, not the cancellation provision on page 6, with administrative expenses capped at 10% of the gross amount paid by the contract holder for the service contract. A service contract may not exclude preexisting conditions if such conditions were known or should reasonably have been known by the service company or the person selling the service contract on the service company's behalf as an agent of the service company. If you have a dispute regarding the contract, you may file a complaint with the AZ Department of Insurance and Financial Institutions by calling 1-800-325-2548. AZ law requires all exclusions be present in the contract and so AZ residents should disregard the 'examples of' portion of the 'examples of items/conditions that are not covered' sections and note that only items specifically listed as covered in the contract are covered; anything not specifically listed as covered is excluded from coverage.

CO RESIDENTS: Actions under preowned home warranty service contract may be covered

by the provisions of the Colorado Consumer Protection Act or the Unfair Practices Act, Articles 1 and 2 of Title 6, C.R.S. and any party to such a contract may have a right of civil action under those laws, including obtaining the recourse or penalties allowed therein.

CT RESIDENTS: In the event you do not receive satisfaction under this contract, you may contact the Connecticut Consumer Affairs Division of the Insurance Department in accordance with the Regulations of Connecticut State Agencies Sec. 42-260-3 at PO Box 816, Hartford, CT 06142.

FL RESIDENTS: This contract is backed by the full faith and credit of the provider and the terms "You", "Your", "Contract Holder", and "Owner" refer to the purchaser of this home service contract. The rate charged to you for this home service contract is not subject to regulation by the FLOIR. You may cancel this home service contract at any time - if you cancel within ten days of the date of purchase, we will refund one hundred percent of the price paid, less any claims paid. If you cancel after ten days from the date of purchase, we shall refund ninety percent of the unearned pro-rata premium less any claims paid. If we cancel this home service contract for any reason other than for fraud or misrepresentation, we shall refund one hundred percent of the pro-rata premium paid less any claims paid. Florida law prohibits the lender from requiring the purchase of a home warranty as a condition to the making of the loan. This home service contract may not provide listing period coverage free of charge.

GA RESIDENTS: Upon return of the service contract to the Provider in writing, if no claim has been made under this service contract, the excess of the consideration paid shall be refunded to the contract holder in accordance with O.C.G.A 33-7-6(c)(3). Any cancellation by the Provider may only be for fraud, material misrepresentation, or nonpayment and notice of such will be remitted to the contract holder, in writing, not less than thirty days from the cancellation date and any unearned premium shall be refunded on a pro rata basis, in accordance with OCGA 33-24-44. If the contract has been in effect for less than sixty days or is canceled, at any time, for non-payment, cancellation by the Provider will be remitted to the contract holder, in writing, not less than ten days from the cancellation date, in accordance with OCGA 33-24-44(d). This is not a contract of insurance. Contractual obligations

hereunder are insured by a surety bond issued by Great American Insurance Company; if a claim or refund is not paid within 60 days after filing a claim the contract holder is entitled to file a direct claim against the surety bond at PO Box 5425, Cincinnati, OH 45201. All claims and disputes regarding this contract or its provisions shall be governed, construed, and enforced in accordance with the laws of the contract holder's county of residence in the State of Georgia.

IA RESIDENTS: The issuer of this contract is subject to regulation by the insurance division of the department of commerce of the State of Iowa and is not guaranteed under a reimbursement insurance policy. Contract Holders may return the contract, if no claims have been made, within at least twenty days of the mailing date or within ten days if the service contract is delivered at the time of sale ("Free Look Period") for a full refund of the purchase price paid. A ten percent penalty shall be added each month to a refund that is not paid to a service contract holder within thirty days of the return of the service contract to the service company. If the contract holder cancels outside of the Free Look Period, refunds will be issued in accordance with the terms and conditions listed above. If the Provider cancels the contract for any reason not stated herein, no cancellation fee is assessed, and no cancellation is effective until at least fifteen days after notice is mailed to the Contract Holder. Complaints which are not settled by the issuer may be sent to the insurance division at 1963 Bell Avenue, Ste. #100, Des Moines, IA 50315-1000.

IL RESIDENTS: A cancellation fee that does not exceed the lesser of 10% of the contract price or \$50 will be applied.

KY RESIDENTS: Contractual obligations hereunder are insured by a surety bond issued by Great American Insurance Company; if a claim is not paid within 60 days after filing a claim, the contract holder is entitled to file a direct claim against the surety bond at PO Box 5425, Cincinnati, OH 45201.

LA RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void the service contract is not transferable and only applies to the original contract holder.

MA RESIDENTS: Written advance notice will be provided if the contract is cancelled for

any reason not stated under the cancellation clause herein. Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

MD RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder.

MI RESIDENTS: If performance of the service contract is interrupted because of a strike or work stoppage at the company's place of business the effective period shall be extended for the period of the strike or work stoppage.

MO RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider.

NC RESIDENTS: The contract holder may cancel this contract at any time and receive a pro rata refund, less any claims paid and less an administrative fee that will not exceed ten (10%) percent of the pro rata refund rate.

NH RESIDENTS: In the event you do not receive satisfaction under this contract, you may contact the New Hampshire insurance department at 21 S. Fruit St, #14, Concord, NH, 03301 or at (800) 852-3416.

NJ RESIDENTS: Written advance notice will be provided if the contract is cancelled for any reason not stated under the cancellation clause herein. Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) and are not guaranteed under a service contract reimbursement insurance policy.

NV RESIDENTS: Pursuant to NRS 690C.250(1), Contract Holders may return the contract, as long as no claims have been made, within at least twenty days of the mailing date or within ten days if the service contract is delivered at the time of sale ('Free Look Period') for a full refund of the purchase price paid. If the contract holder cancels outside of the Free Look Period, the purchase price will be refunded pro rata in accordance with NAC690C.120(2)-(4). If the Provider cancels the contract for any reasons

not stated herein, no cancellation fee is assessed and no cancellation is effective until at least fifteen days after notice is mailed to the Contract Holder. In Nevada, not reporting or ordering the correct square footage, including finished and non-finished spaces, is considered fraud or material misrepresentation; not reporting that the house was vacated (i.e. having no furniture, fixtures, or inhabitants) prior to the contract terms is considered a material misrepresentation; if your home is vacated during the contract terms it is a material change in the natures of required services; refusal to pay the provider an amount when due - and all are grounds for cancellation of your contract. Refusal to pay a fee associated with your contract outside of what is mentioned above is grounds for cessation of future coverage of your contract, by the provider, and the owed amount will be deducted if the contract is cancelled. Pursuant to Bulletin 08-010 and Regulation R067-07, if your covered emergency claim renders your dwelling unfit for habitation according to the aforementioned regulations, and repairs cannot practically be completed within three calendar days, the Provider will provide a status report to the the Contract Holder and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov. In Nevada only, an air conditioning system not cooling is considered an emergency claim. For suits upon causes of action regarding the substantive provisions of this contract, Nevada law governs. If the contract holder is not satisfied with the manner in which the provider is handling a claim, they may contact the Commissioner at (888) 872-3234. A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. If a transfer is requested, a transfer fee of \$25.00 may be applied.

NY RESIDENTS: If a cancellation is requested within 30 days of receiving the contract and qualifies for a refund under State Specific Terms and Conditions, paragraph 2, no administrative fee will be levied and a 10% penalty will be added to the refund amount if not made within 30 days of the return of the contract to the provider.

ON RESIDENTS: You will receive a Plan Notice with your copy of the agreement which, combined, will contain the information required by the Consumer Protection Act (Ontario). You may cancel without penalty within 30 days of receiving the agreement so long as no claim has been filed and receive a full refund within 15

days of the cancellation's acceptance by Us. The limitations of class proceedings under Additional Terms and Conditions and arbitration under the Limits of Liability are both waived for Canadian residents. Payments will be made in Canadian currencies at the public exchange rate on the day the payment is issued.

SC RESIDENTS: A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder. In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance at Capitol Center, 1201 Main Street, Ste 1000, Columbia, SC 29201 or (800) 768-3467. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

TX RESIDENTS: This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 89822-2188 (512)936-3049. The purchase of a residential service contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE 130.304.

UT RESIDENTS: This service contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. This contract may not be governed, construed, and enforced in accordance with any other state than Utah. Grounds for cancellation by the Provider in Utah are limited to material misrepresentation, non-payment, and substantial changes in the risk assumed/breaches of the contractual duties. Cancellation by the Provider will be effective 10 days after the delivery of written notice of the cancellation to the mailing address on file for the contract holder for non-payment and 30 days for any other Provider cancellation.

WA RESIDENTS: The Provider may not cancel this service contract without providing the Contract Holder with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider. A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service contract.

WI RESIDENTS: Refusal to pay a fee associated with your contract is grounds for a cessation of future coverage by the provider and the owed amount will be deducted if the contract is cancelled. Suit upon causes of action arising within this state against the provider shall be brought in the county where the cause of action arose or in the county where the contract holder instituting the action lives. Cancellations by providers will occur after the contract holder is provided at least 5 days' notice to the last-known address on file for the contract holder stating the effective date of the cancellation and the reason for the cancellation. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE. If the provider cancels your plan for any reason other than non-payment of any fee due hereunder, you will receive a refund pursuant to the Additional Terms and Conditions listed above and a 10% monthly penalty will be added if the refund is not paid within 45 days after the return of the service contract to the provider. Wisconsin law dictates that for you to return the plan for a full refund/credit to your account, there must be no claims made and the request must be made in writing within 20 days of the date the service contract was mailed to you or within 10 days if it was delivered at time of sale.

WY RESIDENTS: The class action waiver listed under the Additional Terms and Conditions does not apply to Wyoming residents and suit upon causes of action arising within this state against the provider shall be brought in the county where the cause of action arose or in the county where the contract holder instituting the action arise. A 10% penalty per month will be added if the refund is not paid or credited within (45) days after the return of the service contract to the Provider. The right to void this service contract is not transferable and only applies to the original contract holder.



Term

SewerGard protection is offered for the duration of your home protection plan. All claims must be received by RWS within the term of the agreement. This agreement is not transferable to any other property outside of the one listed on your home inspection report. Any costs above what is expressly stated as covered herein are the responsibility of the homeowner.

Coverage

During the agreement term, only the directly affected portions of the following components are covered against failure due to normal wear and tear:

1. "Water Line". The water line is the single lateral water service line from the point of the water utility's connection to the point of the water meter, or main shutoff line inside the home. The water line also includes well water lines, excluding those exceeding five feet under the surface level of the yard.
2. "Sewer Line". The sewer is the single lateral sewer service line from the point of the home's exterior wall to the point of connection to the sewer utility's wastewater collection system or septic tank.

Covered Repairs

This agreement covers only repairs as specified and excludes all others. Coverage is limited to **\$2000 per occurrence, \$4000 aggregate**. Only failures that occur after the date of the inspection are covered. This agreement does not cover repairs to material types that have been affected by a class action lawsuit or manufacturer's recall. This agreement only applies to residential properties being used for residential purposes only. Only line breakages, collapses, and significant leaks that affect the functionality of the home's sewer and water systems are covered under this plan. Clogs are expressly excluded, and all additional repairs are the responsibility of the homeowner. SewerGard does not cover secondary or consequential damages.

Exclusions

RWS will not be responsible for any of the following:

- a. Repairing anything that occurred before the start date of this agreement or that wasn't reported to RWS during the term of this agreement.
- b. Repairing anything not resulting from normal wear and usage.
- c. Repairing anything caused by you and/or third parties.
- d. Repairing anything in a home that is being renovated.
- e. Repairing anything caused by natural acts or disasters included but not limited to floods, earthquakes, landslides, sinkholes, or any insurable causes.
- f. Repairing anything caused by defective materials, or any material that has been the subject of class action litigation or a recall.
- g. Repairing anything required by any other party (city, state, federal or other party) unless otherwise covered by this agreement.

h. Repairing any openings or damage caused to walls as a result of investigation or repair of a covered issue.

i. Repairing shared lines (as in shared with another property).

j. Repairs to any damaged items consequential to a water or sewer line failure or repair.

k. Paying any costs associated with relocation of lines, lost water, lost time, lost use of your home, or any damages due to any special circumstances or conditions.

l. Covered repair costs include only the water and sewer lines at a covered rate of

\$200/linear foot up to 5 feet; \$150/linear foot above 5 feet up to 10 feet; and

\$100/linear foot until the \$2,000 claim maximum is reached.

RWS' Right to Review

RWS reserves the right to have its own contractor review any diagnosis, estimates, and bid on any project covered under this agreement. RWS shall choose the acceptable estimate in its sole discretion for coverage. This service contract and all related disputes shall be interpreted and enforced in accordance with the laws of Hamilton County in the State of Indiana without reference to, and regardless of, any applicable choice or conflicts of laws principles.

Claim Procedures

Written Notification of claim including items 1, 2, and 3 must be received by RWS prior to the expiration of the contract. All claims on this contract shall be made by the buyer of record only after they have taken possession of the home. Claims will be processed after we are in receipt of items 1, 2, & 3. You will be contacted within 72 business hours of all items being submitted.

1. Written Notification of Claim - The following information must be contained in the notification:

- a. Your Name
- b. Your Inspection Company's Name
- c. A Phone Number Where You Can Be Reached
- d. A Brief Description of the Claim

2. An itemized repair estimate, including the breakdown of parts & labor, as well as a specific cause for the failure in writing from a licensed or properly certified repairperson. RWS reserves the right to request up to two (2) additional estimates. The estimate must include contact information for the repairperson.

3. A copy of your home inspection report.

RWS

PO Box 797, Carmel, IN 46082

800-544-8156 (US) or 1-647-797-0571 (CAN)

Fax 877-307-7056

1year@rwsarranty.com

Service Call Fee

The contract holder is responsible for the first \$300 worth of repairs and investigation of any covered issue. Any and all receipts and invoices must be delivered at time of claim submission to ensure credit for any covered expenditures. The contract holder is also responsible for any costs exceeding the coverage limitations of \$2000 per occurrence and \$4000 aggregate.



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ADMINISTERED AND MANAGED BY

RESIDENTIAL WARRANTY SERVICES, INC.

800-544-8156 (US)

647-797-0571 (CAN)