

CHOICE



Home Warranty

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www.CHWPro.com



If We Can't Fix it, We'll Replace it

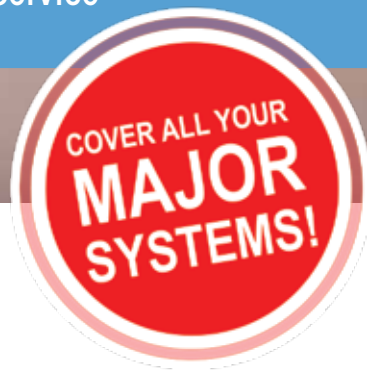
* See page 6, Section F, part 14 for more details.



Local Pre-Screened Technicians



24/7 Claims Service



America's Choice In Home Warranty

Rated By The Ones Who Matter Most To Us, Our Customers

See Our Review On



TOP RATED
Nationally by Consumers on
CONSUMERAFFAIRS.COM



AMERICA'S
FASTEST
GROWING
PRIVATE
COMPANIES

Low
\$65
Service Fee!

Discounts on
Multi-Year Pricing

* See page 10

888-275-2980
www.CHWPro.com

Available Coverage for Buyers & Sellers

SYSTEMS

PLUMBING

APPLIANCES

ULTIMATE PACKAGE

OPTIONS (Buyer only)

Single-Family Home (under 5,000 sq. ft.)		Choice Ultimate*		Choice Plus		Choice Plan	
\$65 Service Call Fee		\$580		\$500		\$420	
Systems & Appliances		Buyer	Seller	Buyer	Seller	Buyer	Seller
SYSTEMS	Heating	•	\$60	•	\$60	•	\$60
	Central Air Conditioning	•		•		•	
	Ductwork	•		•		•	
	Electrical System	•	•	•	•	•	•
	Garage Door Openers	•	•	•	•	•	•
PLUMBING	Attic, Ceiling & Exhaust Fans	•	•	•	•	•	•
	Plumbing System	•	•	•	•	•	•
	Plumbing Stoppages	•	•	•	•	•	•
	Water Heater	•	•	•	•	•	•
	Sump Pump (permanently installed)	•	•	•	•	•	•
APPLIANCES	Dishwasher	•	•	•	•	•	•
	Oven/Range/Cooktop	•	•	•	•	•	•
	Built-In Microwave	•	•	•	•	•	•
	Garbage Disposal	•	•	•	•	•	•
	Trash Compactor	•	•	•	•	•	•
ULTIMATE PACKAGE	Clothes Washer & Dryer	•	•	•	•	N/A	N/A
	Kitchen Refrigerator	•	•	•	•	N/A	N/A
	Plumbing Upgrade*	•	•	N/A	N/A	N/A	N/A
	Heating & Air Conditioning Upgrade*	•	•	N/A	N/A	N/A	N/A
	Appliances Upgrade*	•	•	N/A	N/A	N/A	N/A
	Permit Fees*	•	•	N/A	N/A	N/A	N/A
	Code Violations*	•	•	N/A	N/A	N/A	N/A
	Haul Away Services*	•	•	N/A	N/A	N/A	N/A
	Improper Installation/Repair/Modifications*	•	•	N/A	N/A	N/A	N/A
	Mismatched Conditions*	•	•	N/A	N/A	N/A	N/A
OPTIONS (Buyer only)	Re-Key	•	N/A	•	N/A	•	N/A
	Limited Roof Leak	\$60		\$60		\$60	
	Central Vacuum	\$30		\$30		\$30	
	Additional Refrigerator	\$35		\$35		\$35	
	Stand-alone Freezer	\$35		\$35		\$35	
	Undercounter Ice Maker	\$35		\$35		\$35	
	Septic System	\$100		\$100		\$100	
	Septic Pumping	\$65		\$65		\$65	
	Well Pump	\$80		\$80		\$80	
	Geothermal Heat Pump	\$100		\$100		\$100	
	Above Ground Pool and/or Spa Equipment	\$200		\$200		\$200	
	Pool and/or Spa Equipment	\$160		\$160		\$160	

* See page 5 for a more detailed list of enhancements.

Low **\$65**
Service Fee!

Choice Ultimate Multi-Year Pricing

2 Year	\$950
3 Year	\$1350
5 Year	\$2100

Condo/Townhome/ Mobile Home Pricing

Choice	\$390
Choice Plus	\$470
Choice Ultimate	\$550

New Construction Pricing

Choice	\$420
Choice Plus	\$500
Choice Ultimate	\$550

*Years 2&3 only – the contract will go into effect 365 days after closing. Options will be charged at normal pricing/year.

Connect with us
24 hours a day,
7 days a week

1-888-275-2980
www.CHWPro.com



CHW's Real Estate Buyers Coverage

\$420 Choice Plan (basic coverage)

Includes: Unknown Pre-Existing Conditions, HVAC, SEER/R-410A Modifications, Electrical & Pumping Systems, Water Heaters, Kitchen Appliances (except the fridge) and Garage Door openers among others.

\$500 Choice Plus Plan

Includes the basic plan plus the Clothes Washer/Dryer and the Kit. Fridge.

\$580 Choice Ultimate (top coverage)

Includes the basic & Plus plans *and* the Ultimate Package.

Ultimate Package: (included in the Choice Ultimate Plan)

Includes: Faucets, shower heads & arms, A/C condensate drain pumps & secondary drain pans, Permits & code violations, Haul away, Improper installs/repairs/modifications/mismatched conditions & others.

Fast Claim Appointments: 60% of claims are *scheduled* within 20 minutes! (yearly average)

Multi-Year Discounts: \$210, \$390 or \$800 off the corresponding 2, 3 or 5 yr. Choice Ultimate plan!

Contract Limits: No aggregate dollar limit.

HVAC SEER/R-410A Modifications: (included in all plans)

Covers needed modifications & transitions when we're replacing failed Freon units with Puron units.

A/C: Condensate drain pumps and secondary drain pans are covered with the top plan.

Freon & Puron (all plans): No per pound \$ cap on covered a/c repairs or replacements.

\$160 in-ground Pool/Spa: (chlorine or saltwater)

Includes coverage for above ground components and parts of the pool sweep motor & pump, salt cells, and the heating, pumping & filtration systems.

Howard Zimmerman
Dallas Area Rep since 2004
Howardz@chwpro.com
Cell 214-250-1726



CHWPro.com
R.E. Division 888-275-2980

APPLICATION

1. Address to be Covered

Street Address _____ Unit # _____ City _____ State _____ Zip _____
REAL ESTATE COMPANY _____ Phone # _____
Referring Agent _____ Representing ☐ Buyer ☐ Seller Email _____
OTHER BROKER COMPANY (if applicable) _____ Phone # _____
Agent _____ Representing ☐ Buyer ☐ Seller Email _____
CLOSING COMPANY _____ Closing Officer's Name _____
Office Phone # _____ Estimated Close Date _____ File # _____
BUYER'S Name _____ Phone # _____ Email _____
SELLER'S Name _____ Phone # _____ Email _____

2. Select Coverage & Options \$65 Service Call Fee – Prices listed are for homes under 5,000 sq. ft.

CHOICE ULTIMATE

Buyer's/Seller's Coverage

Single-Family Home

- ☐ 1 Year \$580 ☐ 2 Year \$950
☐ 3 Year \$1350 ☐ 5 Year \$2100

Condo/Townhome/Mobile Home

- ☐ 1 Year \$550 ☐ 2 Year \$920
☐ 3 Year \$1320 ☐ 5 Year \$2070

See page 5 for a more detailed list of enhancements.

Multiple Units

Buyer's coverage only.

Not available for New Construction.

- ☐ Duplex Additional \$250 per year
☐ Triplex Additional \$350 per year
☐ Fourplex Additional \$450 per year

CHOICE PLUS

Buyer's/Seller's Coverage

Single-Family Home

- ☐ 1 Year \$500 ☐ 2 Year \$900
☐ 3 Year \$1300 ☐ 5 Year \$2050

Condo/Townhome/Mobile Home

- ☐ 1 Year \$470 ☐ 2 Year \$870
☐ 3 Year \$1270 ☐ 5 Year \$2020

Multiple Units

Buyer's coverage only.

Not available for New Construction.

- ☐ Duplex Additional \$230 per year
☐ Triplex Additional \$330 per year
☐ Fourplex Additional \$430 per year

CHOICE PLAN

Buyer's/Seller's Coverage

Single-Family Home

- ☐ 1 Year \$420 ☐ 2 Year \$800
☐ 3 Year \$1170 ☐ 5 Year \$1825

Condo/Townhome/Mobile Home

- ☐ 1 Year \$390 ☐ 2 Year \$770
☐ 3 Year \$1140 ☐ 5 Year \$1795

Multiple Units

Buyer's coverage only.

Not available for New Construction.

- ☐ Duplex Additional \$230 per year
☐ Triplex Additional \$330 per year
☐ Fourplex Additional \$430 per year

3. Acceptance or Waiver

- ☐ **I ACCEPT** the home warranty coverage and options I have marked above.
- ☐ **I DECLINE** the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature _____ Date _____

Confirmation # _____

Optional Coverage (per year)

Seller's optional coverage requires the purchase of buyer's coverage.

For Seller (Seller's coverage maximum 180 days)

- ☐ Heating, Central Air Conditioning and Ductwork \$60

For Buyer

- ☐ Limited Roof Leak \$60
☐ Central Vacuum \$30
☐ Additional Refrigerator \$35
☐ Stand-alone Freezer \$35
☐ Undercounter Ice Maker \$35
☐ Septic System \$100
☐ Septic Pumping \$65
☐ Well Pump \$80
☐ Geothermal Heat Pump \$100
☐ Above Ground Pool and/or Spa Equipment * \$200
☐ Pool and/or Spa Equipment * \$160

(Includes Salt Water Pool/Spa Equipment. No additional charge if separate equipment.)

PLAN TOTAL \$ _____

Optional Coverage Total \$ _____

TOTAL COST \$ _____

The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from Choice Home Warranty.

Agents: Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by Choice Home Warranty.

Connect with us 24 hours a day, 7 days a week

1-888-275-2980

www.CHWPro.com

PROTECTION PLAN TERMS AND CONDITIONS - REAL ESTATE BUYER

Throughout this Agreement ("Agreement," "plan" or "contract") the words "We," "Us" and "Our" refer to Choice Home Warranty, 1090 King Georges Post Road, Edison, NJ 08837 (CHW), the Obligor of this Agreement, except in Alabama, Arizona, Florida, Illinois, Nevada, New York, Oklahoma, South Carolina, Texas, New Mexico, Utah, Iowa, Minnesota, Massachusetts, Wisconsin, Kentucky, Arkansas, Washington, and Virginia. In Alabama, the company obligated under this Agreement is Home Warranty Administrator of Alabama (HWA-AL). In Arizona, the company obligated under this Agreement is Home Warranty Administrator of Arizona (HWA-AZ). In Florida, the company obligated under this Agreement is Home Warranty Administrator of Florida (HWA-FL). In Illinois, the company obligated under this Agreement is Home Warranty Administrator of Illinois (HWA-IL). In Nevada, the company obligated under this Agreement is Home Warranty Administrator of Nevada (HWA-NV). In New York, the company obligated under this Agreement is Home Warranty Administrator of New York (HWA-NY). In Oklahoma, the company obligated under this Agreement is Home Warranty Administrator of Oklahoma (HWA-OK). In South Carolina, the company obligated under this Agreement is Home Warranty Administrator of South Carolina (HWA-SC). In Texas, the company obligated under this Agreement is HWAT dba Home Warranty Administrators (HWA-TX). In Arkansas, Hawaii, Iowa, Kentucky, Maine, Massachusetts, Minnesota, New Hampshire, New Mexico, North Dakota, Rhode Island, South Dakota, Utah, Vermont, Wisconsin, Wyoming and Virginia the company obligated under this Agreement is TMI Solutions, LLC, 360 Market Place, Roswell, GA 30075 (TMIS). CHW is the seller of this contract in those states in which TMIS is the Obligor. CHW offers service contracts which are not warranties. Terms may vary in different states.

A. COVERAGE

During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as such systems and components:

1. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and
2. Become inoperative due to normal wear and tear; and
3. Are in place and in proper working order on the effective date of this home warranty contract. This Contract provides coverage for unknown/undetectable pre-existing conditions so long as the malfunction could not, or would not, have been detected by a visual inspection or simple mechanical test.
4. It is understood that WE ARE NOT A SERVICE PROVIDER and are not Ourselves repairing or replacing any such systems or components. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read Your contract carefully.

NOTE: This is not a contract of insurance.

B. COVERAGE PERIOD

1. Home Buyer's Coverage: Coverage under this contract is only available for a home buyer, not a home seller. Coverage is normally effective upon close of sale for a one-year term. Your contract effective date and term may vary. The contract fee must be received within 14 days after close of sale. If You take possession prior to close of sale (or obtain possession through rental or lease agreement), the contract fee is due upon occupancy and coverage will begin upon receipt of the contract fee by Us. We offer a 30-day grace period from the close of sale during which You may add Optional Coverage.
2. Home Seller's Coverage: Seller's coverage is available only in conjunction with the purchase of coverage for the Home Buyer. Coverage becomes effective the day the application is received by Us, and continues until the expiration of

the initial listing period (up to 180 days), close of sale, or listing termination; whichever occurs first. Should close of sale not occur within the 180-day period, We may, at Our sole discretion, extend the seller's coverage period upon request. Optional coverage for the HVAC units may only be added or removed within the first 24 hours of the initial order being placed. **Pre-existing conditions are not covered for the Home Seller. LIMITATIONS:** OUR OBLIGATION UNDER SELLER'S COVERAGE IS LIMITED TO \$3,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD, SUBJECT TO THE FURTHER LIMITATIONS SET FORTH HEREIN.

3. Homes Not Going Through a Real Estate Transaction: Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fee and continues for 365 days from that date. Your coverage may begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date. Please call for a quote. Pre-existing conditions are not covered for homes not going through a real estate transaction.

4. Your contract term (the dates that Your contract is in effect), Your contract fee, Your Service Fee, and Your equipment, systems, and appliances covered under this contract, are set forth in Your Coverage Details. Your contract fee is due and payable as Your Coverage Details specify, and Your Service Fee is due and payable upon a request for service as described in Section C (4) below. Additional costs may apply in accordance with other sections of this contract.

C. SERVICE CALLS – TO REQUEST SERVICE:

Online at www.ChoiceHomeWarranty.com or 1-888-275-2980

1. You or Your agent (including tenant) must notify Us for work to be performed under this contract as soon as the problem is discovered. We will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-275-2980 and/or via our website. Notice of any malfunction must be given to Us prior to expiration of this contract.
2. Upon request for service, We will contact an authorized Service Provider. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request that We perform nonemergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.
3. We have the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.
4. You will pay a trade service call fee ("Service Fee") per claim of up to \$65.00 or the actual cost, whichever is less, as specified in Your Coverage Details. The Service Fee is for each visit by Our approved Service Provider, except as noted in Section C (5), and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is in route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract period will not be extended.
5. If service work performed under this contract should fail, then We will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

D. COVERAGE (COVERAGE DEPENDENT ON PLAN)

1. CLOTHES DRYER

INCLUDED: All components and parts, except: EXCLUDED: Noise - Venting - Lint screens - Knobs and dials - Doors - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

2. CLOTHES WASHER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Plastic mini-tubs - Soap dispensers - Filter screens - Knobs



and dials - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Line restrictions - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Wine coolers or mini refrigerators - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/ Visual equipment and internet connection components.

4. AIR CONDITIONING/COOLER

NOTE: Not exceeding 5 (five) ton capacity and designed for residential use.

INCLUDED: Ducted electric central air conditioning and ducted electric wall air conditioning, including heat pumps. Condenser (including compressor) - Evaporator coil (including thermal expansion valves) - Air handler - Thermostats - Primary Drain Pans - Refrigerant recharging - Accessible refrigerant lines, leaks and stoppages in accessible condensate drain lines. All components and parts, for units below current SEER and/or compliance standards will be repaired/replaced with current SEER and/or compliance standards when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating except:

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Line dryers and filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices - Leak detections - Water leaks - Maintenance - Noise. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

5. HEATING SYSTEM OR BUILT-IN WALL UNIT

NOTE: Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.

INCLUDED: All components and parts necessary for the operation of the heating system, including auxiliary heat strips for heat pump systems. Units below current SEER and/or compliance standards will be repaired/replaced with equipment compliant to current SEER and/or compliance standards (or higher), except:

EXCLUDED: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps (unless optional coverage is purchased). Access - Radiators and their valves - Baseboard casings - Radiant heating - Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems - Chimneys - Pellet stoves - Cable heat (in ceiling) - Wood stoves (even if only source of heating) - Calcium build-up - Maintenance. NOTE: We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems.

6. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills, except:

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Vents, flues and breaching - Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system

equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement. Our authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

7. WATER HEATER (Gas and/or Electric)

INCLUDED: All components and parts, including circulating pumps, except:

EXCLUDED: Access - Insulation blankets - Pressure reducing valve - Sediment build-up - Vents and flues - Thermal expansion tanks - Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines. NOTE: We will pay no more than \$1,000 per contract term for access, diagnosis and repair or replacement for Tankless Water Heaters.

8. ELECTRICAL SYSTEM

INCLUDED: All components and parts, except:

EXCLUDED: Fixtures - Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and door bell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Commercial grade equipment - Auxiliary or sub-panels - Broken and/or severed wires - Rerunning of new wiring for broken wires - Wire tracing - Damages due to power failure or surge - Circuit Overload. With respect to concrete covered, embedded, encased, or otherwise inaccessible electrical, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement.

9. PLUMBING SYSTEM/STOPPAGE

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except:

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) - Access to drain or sewer lines from vent or removal of water closets - Cost to locate, access or install ground level clean out - Slab leaks - Galvanized drain lines - Hose Bibbs - Drum traps - Flange - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Faucets, fixtures, cartridges, shower heads & shower arms - Baskets and strainers - Popup assemblies - Bathtubs and showers - Cracked porcelain - Glass - Shower enclosures and base pans - Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Holding or storage tanks - Saunas and/or steam rooms. NOTE: We will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. Our authorized Service Provider will close the access opening and return it to rough finish condition. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors. With respect to concrete covered, embedded, encased, or otherwise inaccessible leaks, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement.

10. BUILT-IN MICROWAVE

INCLUDED: All components and parts, except:

EXCLUDED: Doors - Hinges - Handles - Door glass - Lights - Interior linings -

Trays - Clocks - Shelves - Portable or counter top units - Arcing - Meat probe assemblies - Rotisseries.

11. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing).

INCLUDED: All components and parts, except:

EXCLUDED: Clocks (unless they affect the cooking function of the unit) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Door seals - Doors - Hinges - Lighting and handles - Glass - Sensi-heat burners will only be replaced with standard burners.

12. DISHWASHER

INCLUDED: All components and parts, except:

EXCLUDED: Racks - Baskets - Rollers - Hinges - Handles - Doors - Door gaskets - Glass - Damage caused by broken glass - Cleaning.

13. TRASH COMPACTOR

INCLUDED: All components that affect the compacting operation of the unit including motor and ram assembly switch.

14. GARBAGE DISPOSAL

INCLUDED: All components and parts, including entire unit, except:

EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.

15. CEILING AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings - Kitchen Exhaust Fans - Attic Exhaust Fans - Bathroom Exhaust Fans, except:

EXCLUDED: Fans - Blades - Belts - Shutters - Filters - Lighting. Note: Builder's standard is used when replacement is necessary.

16. GARAGE DOOR OPENER

INCLUDED: All components and parts, except:

EXCLUDED: Garage doors - Hinges - Springs - Sensors - Chains - Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices.

17. RE-KEY

INCLUDED: For the applicable service fee, Choice will re-key of up to 4 locks for standard cylinder door locks and deadbolts, and provide a total of 4 copies of the new keys, except:

EXCLUDED: Non-standard cylinder door locks; sliding doors; garage door openers; replacement of deadbolts, door handles/knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; doors or any other services provided by locksmith.

NOTE: Re-Key service cannot be used in conjunction with a Free Service Call Fee.

18. ULTIMATE PACKAGE Choice Ultimate includes the following enhancements:

1) Plumbing: faucets, cartridges, shower heads, shower arms replaced with chrome builder's standard, as necessary. Interior hose bibs, Toilet replacement up to \$600 per toilet, when necessary, including toilet seats and lids, Pressure regulators.

2) Heating System: valves, disposable filters, line dryers and filters, heat lamps, and cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement of heat pumps. Provide for the use of cranes to complete a heating repair/replacement.

3) Water Heater: expansion tanks, pressure reducing valves, and sediment build-up.

4) Dishwasher: baskets, rollers, racks, runner guards.

5) Oven/Microwave/Range/Cooktop: racks, handles, knobs, interior lining.

6) Trash Compactor: lock and key assemblies, buckets.

7) Smoke Detector: both battery operated and hardwired systems.

8) Garage Door Opener: hinges, springs, remote transmitters, key pads.

9) Air Conditioner: valves, disposable filters, line dryers and filters, condensate

drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement. Provide for the use of cranes to complete an A/C repair/replacement.

10) Other Enhanced Coverage included in Ultimate Protection: When required to render a covered repair or replacement, we will: a) Provide up to \$250 per contract to correct code violations. b) Provide up to \$250 per occurrence for required permits. c) Provide haul away of a covered appliance, system or component when replacing that covered appliance, system or component, d) Provide up to \$250 per contract to correct an improper installation/repair/modification of a system or appliance, or correct any mismatch condition in terms of capacity/ efficiency in order to ensure system operational compatibility and functionality. All other terms and conditions of the contract apply. If the improper installation/ repair/modification or mismatch condition is in violation of a code requirement, only 10(a) above applies.

E. OPTIONAL COVERAGE

(Requires Additional Payment) (Not available for Sellers)

NOTE: You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by Us and such Coverage shall expire upon expiration of Coverage period in Section B.

1. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater - Pump - Motor - Filter - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Salt Cells - Circuit Boards - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable pools/spas, above ground pools/spas (unless additional above ground pool/spa coverage purchased) - Control panels, remote controls, dials, and electronic boards - Lights - Liners - Maintenance - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems - Pool cover and related equipment - Fill line and fill valve - Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads - Turbo valves, skimmers, chlorinators, and ionizers - Fuel storage tanks - Disposable filtration mediums - Cracked or corroded filter casings - Grids - Cartridges. We will pay no more than \$1500 per contract term for access, diagnosis and repair and/or replacement.

2. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:

EXCLUDED: Holding or storage tanks - Digging - Locating pump - Pump retrieval - Redrilling of wells - Well casings - Pressure tanks - Pressure switches and gauges - Check valve - Relief valve - Drop pipe - Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump - Booster pumps - Well pump and well pump components for geothermal and/or water source heat pumps. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

3. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork - Hoses - Blockages - Accessories.

4. LIMITED ROOF LEAK (Single Family Homes Only)

INCLUDED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches - Patios - Cracked and/or missing material - Foam roofs - Tar and gravel or metal roof - Cemwood shakes - Masonite shingles - Flat or built-up roof - 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. We will pay no more than \$500 per contract term 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.

5. STAND ALONE FREEZER

INCLUDED: All parts and components that affect the operation of the unit, except:

EXCLUDED: Ice-makers, crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Food spoilage - Freon - Disposal and recapture of Freon.

6. STAND-ALONE/UNDERCOUNTER ICE MAKER:

INCLUDED: All parts and components that affect the operation of the unit, except:

EXCLUDED: crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Freon - Disposal and recapture of Freon.

7. ADDITIONAL REFRIGERATOR

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and internet connection components.

8. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house.

EXCLUDED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping. We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

9. SEPTIC TANK PUMPING

INCLUDED: Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then We will pump the septic tank one time during the contract term.

EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups - Disposal of waste - Chemical treatments - Tanks - Leach lines - Cess pools - Mechanical pumps/systems. Limited to a total of \$300 maximum.

10. GEOTHERMAL HEAT PUMPS

INCLUDED: All components and parts relating to geothermal, water source heat pumps.

EXCLUDED: outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps, electronic, computerized, pneumatic and manual system management and zone controllers, and heat pump refrigerant recapture, reclaim and disposal. NOTE: We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any geothermal, water source heat pump.

F. LIMITATIONS OF LIABILITY

1. We will pay no more than \$500 per contract term for providing access to or closing access from any covered item which is concrete encased or otherwise obstructed or inaccessible. At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by Us will close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.

2. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

3. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.

4. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials, unless the CHOICE ULTIMATE PLAN has been purchased.

5. We are not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. We are not liable for any failure to obtain timely service due to conditions beyond Our control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

6. We are not liable for repair of conditions caused by chemical or sedimentary build up, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

7. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, 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 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. We reserve the right to locate parts at any time. For the first 30 days of the contract period, We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

8. We are not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems.

9. We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

10. We are not liable for normal or routine maintenance. Except during the 12 calendar months following the close of a real estate transaction through which a CHW plan was purchased, we will not pay for repairs or failures that result from the Contract holder's failure to perform normal or routine maintenance. For example, You are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement.

11. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than \$2,500 in aggregate per system for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, etc.

12. We reserve the right to obtain a second opinion at Our expense.

13. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

14. We reserve the right to offer cash back 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 system, component or appliance.

15. We are not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues,

a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.

16. 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 consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$5000 per contract item for access, diagnosis and repair or replacement. LIMITATION FOR SELLERS: Notwithstanding the foregoing, you agree that, in no event, will our liability exceed \$3,000 in the aggregate for Seller's coverage during the applicable coverage period.

G. RESOLUTION OF DISPUTES

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 thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith, before resorting to mandatory arbitration, in the state of New Jersey as set forth in paragraph 2 below.

2. **MANDATORY ARBITRATION.** Unless you make written application to Us and We agree in writing to allow you to bring a small claims lawsuit against Us solely in your individual capacity, except where prohibited, if we are unable to reach a resolution through direct discussions, You agree that 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 in the State of New Jersey administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time 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 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."

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 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. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$5000 per claim, but in no event attorneys' fees.

5. Under no circumstances will You be permitted to obtain awards for, and You hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

6. 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, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

H. SEVERABILITY

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.

I. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits.

2. Except as required to maintain compatibility with equipment manufactured at current SEER and/or compliance standards, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. If the contract is for duplex, triplex, or fourplex dwelling, then every unit with in such dwelling must be covered by Our contract with applicable optional coverage for coverage to apply to common systems and appliances.

2. If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

3. Except as otherwise provided in this section, common systems and appliances are excluded.

K. TRANSFER OF CONTRACT & RENEWALS

1. If Your covered property is sold during the term of this contract You must notify Us of the change in ownership and submit the name of the new owner by phoning 1-888-275-2980 in order to transfer coverage to the new owner.

2. You may transfer this contract at any time. There is no fee to transfer contract.

3. This contract may be renewed at Our option and where permitted by state law. In that event You will be notified of the prevailing rate and terms for renewal.

4. If You select the monthly payment option and We elect to renew Your contract, We will notify You of applicable rate and terms of renewal during the tenth month of Your contract. You will automatically be renewed for a monthly coverage period unless You notify Us in writing 30 days prior to the expiration of the contract. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

L. CANCELLATION

This is a maintenance agreement for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. You may cancel within the first 30 days of the order date for a refund of the paid contract fee, less any service costs incurred by Us.

This contract shall be non-cancelable by Us except for:

1. Nonpayment of contract fee;

2. Nonpayment of Service Fee, as stated in Section C;

3. Fraud or misrepresentation of facts material by You to the issuance of this contract;

4. Mutual agreement of Us and You. If canceled after 30 days, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less any service costs incurred by Us.

Sample contract. Actual terms vary by State.

