



ACHOSA (AH CHŌ SAH) MEANS THE POWER TO CHOOSE

(888) 509-2916  
WWW.ACHOSAHW.COM



# PROTECT YOUR HOME WITH YOUR CHOICE OF HIGHLY RATED CONTRACTORS

## WHAT IS HOME PROTECTION?

Our home protection consists of a service contract for your home’s major systems and appliances. We protect homeowners from repair and replacement costs associated with our covered items.

- The power to choose your licensed service provider
- Same day payments to service providers
- Coverage for unknown pre-existing conditions
- Free seller’s coverage

## THE ACHOSA DIFFERENCE



You choose **your own contractors** for all required services



Our process provides **more value to your local community**



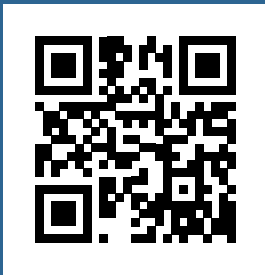
Our service experts are here to **improve your experience**

- No age restriction on systems & appliances
- No separate liability cap on HVAC refrigerant
- Roof leak repair covered
- No square footage limitations on homes



**MARIANE KING**  
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(888) 509-2916 WWW.ACHOSAHW.COM

## HOW DOES IT WORK?

### CALL IN YOUR SERVICE REQUEST

Call us to make sure the item is eligible for coverage. You'll get a service request number and recommended contractors (if you choose).

### SCHEDULE YOUR DIAGNOSIS

Schedule the local contractor of your choice to diagnose the problem.

### RECEIVE YOUR QUOTE

Call us back after the contractor has diagnosed the problem, but prior to the repair. We will speak to you and your contractor to determine the approved coverage dollar amount.

### COMPLETE YOUR REPAIR

The contractor performs the work.

### GET YOUR PAYMENT

After you are satisfied with the work, call us and we will pay our portion to the contractor. You will pay the contractor a deductible (trade call fee) for the service, or the actual cost, whichever is less, for covered items within coverage limits.

## IMPORTANT NOTES

**OUR PLANS DO NOT COVER EVERYTHING.** Coverage limitations do apply and can be found in the terms & conditions section of our website ([achosahw.com/terms](http://achosahw.com/terms)).

You will be required to pay the lesser of a trade call fee or the actual cost of the service to your selected contractor for each service request. Further, if your selected contractor provides repairs or replacements to items not covered, or charges more than our allotted coverage limits, you will be required to pay those expenses.

**SELLERS:** Coverage is available for a 6 month listing period. It can be extended in 6 month increments thereafter.

**BUYERS:** Coverage is available for 12, 18, 24 or 36 months. Special pricing is available for townhomes, condos, duplexes, triplexes, fourplexes, and new construction.



	Buyers			Sellers
	Core	Prime	Prime Plus	Core
Base Price <sup>1/</sup>	\$500	\$675	\$850	\$0
Trade Call Fee	\$100	\$100	\$100	\$150

Covered Items	All Plan Options Cover the Same Items			
	Core	Prime	Prime Plus	Sellers Core
Central Air Conditioning	✓	✓	✓	✓
Central Heating System	✓	✓	✓	✓
Electrical System	✓	✓	✓	✓
Plumbing & Drains	✓	✓	✓	✓
Water Heater	✓	✓	✓	✓
Major Appliances <sup>2/</sup>	✓	✓	✓	✓
Attic & Exhaust Fans	✓	✓	✓	✓
Code Violations	✓	✓	✓	✓
Garage Door Opener	✓	✓	✓	✓
Garbage Disposal	✓	✓	✓	✓
Jetted Bathtub	✓	✓	✓	✓
Microwave	✓	✓	✓	✓
Primary Sump Pump	✓	✓	✓	✓
Roof Leaks	✓	✓	✓	✓
Septic System	✓	✓	✓	✓
Water Softener	✓	✓	✓	✓
Well Water Pump	✓	✓	✓	✓

The Difference is in Maximum Annual Coverage <sup>3/</sup>

Optional Items <sup>1/</sup>	Core	Prime	Prime Plus	Sellers Core
Additional Refrigerator	\$50	\$50	\$50	Not Available
Stand Alone Freezer	\$50	\$50	\$50	
Stand Alone Ice Maker	\$100	\$100	\$100	
Mini Split System	\$100	\$100	\$100	
Pool & Spa (shared eq.)	\$200	\$200	\$200	
Saltwater Pool & Spa	\$300	\$300	\$300	
Additional Pool or Spa	\$200	\$200	\$200	
Conserve	\$25	\$25	\$25	
Conserve Plus	\$50	\$50	\$50	
Major Appliances Cap +	\$75	\$75	\$75	

<sup>1/</sup> 6 month plans for Sellers and 12 month plans for Buyers, prices subject to change.  
<sup>2/</sup> Includes Dishwasher, Kitchen Refrigerator, Oven/Range/Cooktop, Washer & Dryer.  
<sup>3/</sup> **Prime** adds to **Core's** Maximums in Central Air Conditioning, Central Heating, & Water Heater. **Prime Plus** adds to **Prime's** Maximums in Central Air Conditioning, Central Heating, Water Heater, Major Appliances, Electrical System, and Plumbing & Drains.



# APPLICATION

## Enrollment Options

www.achosahw.com

sales@achosahw.com

(888) 509-2916

### Covered Property Information

Street Address

City State Zip

### Buyer Information

First Name (Buyer 1) Last Name

First Name (Buyer 2) Last Name

Phone Number E-Mail

### Seller Information (if applicable)

First Name Last Name

Phone Number E-Mail

### Real Estate Professional Information

First Name Last Name

Phone Number E-Mail

### Closing Information

Agent Name E-Mail

Closing Date

### Acceptance or Waiver of Coverage

The real estate agent offering this program does so as a service to protect the best interests of their clients. They have explained the coverage offered by Achosa Home Warranty, LLC ('Achosa') and given me (us) the opportunity to ask questions about the offering.

Upon consideration of the offering, I (WE)  
ACCEPT DECLINE

the benefits of Achosa's home warranty coverage. I (we) agree not to hold the real estate company, broker or the real estate agent liable for the repair or replacement of any item that would otherwise have been covered by Achosa's home warranty.

Signature Date

Signature (if applicable) Date

### Coverage Selection

Buyers	Core	Prime	Prime +	Pro
Single Family Home	\$500	\$675	\$850	\$1,400
Condo/Townhome	\$450	\$625	\$800	\$1,350
Duplex	\$950	\$1,300	\$1,650	\$2,750
Triplex	\$1,400	\$1,925	\$2,450	\$4,100
Fourplex	\$1,850	\$2,550	\$3,250	\$5,450

### Optional Buyer Coverage

Additional Refrigerator	\$50
Ductless Mini-Split System	\$100
Stand Alone Freezer	\$50
Ice Maker	\$100
Saltwater Pool & Spa (with Shared Equipment)	\$300
Pool & Spa (with Shared Equipment)	\$200
Additional Pool or Spa	\$200
Conserve	\$25
Conserve Plus	\$50
Major Appliance Cap Upgrade	\$75

### Optional Seller Coverage

Core	FREE
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### Important Coverage Notes

**OUR PLANS DO NOT COVER EVERYTHING.** Coverage limitations do apply and can be found in the terms & conditions section of our website (achosahw.com/terms). Listed prices are subject to change.

You will be required to pay the lesser of a trade call fee or the actual cost of the service to your selected contractor for each service request. Further, if your selected contractor provides repairs or replacements to items not covered, or charges more than our allotted coverage limits, you will be required to pay those expenses.

**BUYERS:** Coverage pricing listed above is for 12 month terms. Pricing is available for 18, 24 and 36 month terms as well.

**SELLERS:** Our free Seller's service is for a 6 month term. It includes the items eligible for coverage in our Buyer's plans; however, the trade call fee is higher and the maximum coverage amounts are lower.



# SERVICE PRICING GUIDE



## Home Buyer's Coverage Options

	Months of Coverage			
	12	18	24	36
<b>Core</b>				
Single Family Home	\$ 500	\$ 745	\$ 950	\$ 1,350
Townhome or Condo	450	670	850	1,200
Duplex	950	1,410	1,790	2,640
Triplex	1,400	2,070	2,590	3,890
Fourplex	1,850	2,740	3,390	5,140
<b>Prime</b>				
Single Family Home	\$ 675	\$ 995	\$ 1,275	\$ 1,850
Townhome or Condo	625	925	1,175	1,700
Duplex	1,300	1,930	2,465	3,640
Triplex	1,925	2,860	3,590	5,270
Fourplex	2,550	3,790	4,715	6,890
<b>Prime Plus</b>				
Single Family Home	\$ 850	\$ 1,265	\$ 1,625	\$ 2,375
Townhome or Condo	800	1,185	1,525	2,225
Duplex	1,650	2,460	3,165	4,690
Triplex	2,450	3,650	4,640	6,840
Fourplex	3,250	4,840	6,115	8,990
<b>Pro</b>				
Single Family Home	\$ 1,400	\$ 2,085	\$ 2,725	\$ 4,025
Townhome or Condo	1,350	2,015	2,625	3,875
Duplex	2,750	4,110	5,365	7,990
Triplex	4,100	6,120	7,940	11,790
Fourplex	5,450	8,140	10,515	15,590

### Optional Coverage 1/

	Months of Coverage			
	12	18	24	36
Ductless Mini-Split System	\$ 100	\$ 150	\$ 200	\$ 300
Pool & Spa (with Shared Equipment)	200	300	400	600
Additional Pool or Spa	200	300	400	600
Saltwater Pool & Spa (with Shared Equipment)	300	450	600	900
Additional Refrigerator	50	75	100	150
Stand Alone Freezer	50	75	100	150
Ice Maker	100	150	200	300
Conserve				
Single Family Home	25	35	45	65
Townhome or Condo	25	35	45	65
Duplex	50	70	90	130
Triplex	75	105	135	195
Fourplex	100	140	180	260
Conserve Plus				
Single Family Home	50	70	90	130
Townhome or Condo	50	70	90	130
Duplex	100	140	180	260
Triplex	150	210	270	390
Fourplex	200	280	360	520
Major Appliance Upgrade				
Single Family Home	75	110	150	225
Townhome or Condo	75	110	150	225
Duplex	150	220	300	450
Triplex	225	330	450	675
Fourplex	300	440	600	900

## Home Sellers Coverage Options

Core	Listing Period
	\$ 0.00

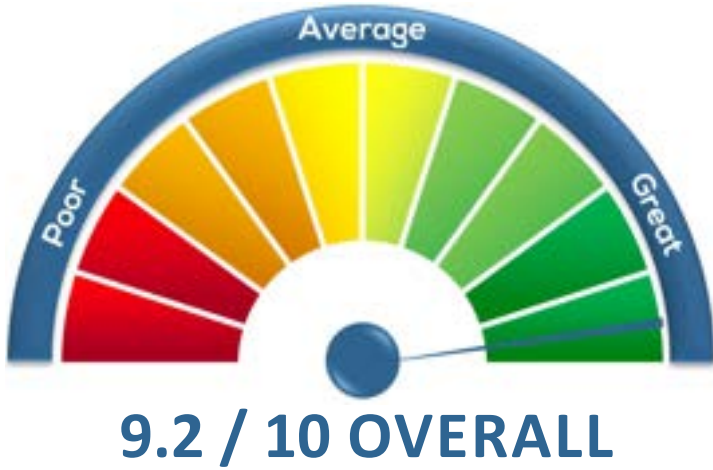
## New Construction Coverage Options

New Construction	Months of Coverage
	36 *
Core	\$ 745
Prime	995
Prime Plus	1,265
Pro	2,085
<b>New Construction Optional Coverage</b>	
Ductless Mini-Split System	\$ 200
Pool & Spa (with Shared Equipment)	400
Additional Pool or Spa	400
Saltwater Pool & Spa (with Shared Equipment)	600
Additional Refrigerator	100
Stand Alone Freezer	100
Ice Maker	200
Conserve	45
Conserve Plus	90
Major Appliance Upgrade	150

\* Coverage is for months 13-48 after home purchase



# OUR CUSTOMER EXPERIENCE SETS US APART



We ask our customers how well we handle their service requests on a scale of 0-10, with 10 being great. Over the last year, our customers have given us an average score of 9.2 out of 10.

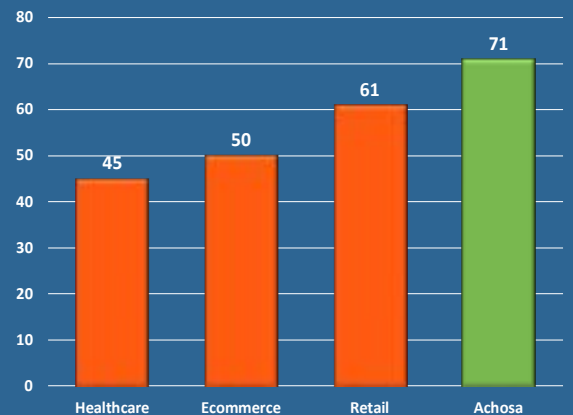
## Customer Testimonial Example

*“The reps were very professional, thorough, and able to answer questions. The process for getting payment for a claim wasn’t complicated. I would definitely recommend this warranty company to others.”*

- Michael

We also recognize that customer referrals are an important part of any business. Accordingly, we asked our customers, “On a scale of 0 to 10, with 10 being very likely, how likely are you to recommend our business to a friend or colleague?” This question is used to develop a business’s Net Promoter Score (NPS).

Since our inception, our NPS score has averaged an amazing 71. While there isn’t a specific benchmark for our industry, Retently.com\* lists 2023 average benchmarks for several industries. The chart to the right shows our score versus a selection of those benchmarks.



\* <https://www.retently.com/blog/good-net-promoter-score/>



## OUR SERVICE PROCESS



This document describes the process to use when a potentially covered item in your home breaks down due to normal wear and tear.

### STEP 1 CALL CUSTOMER SERVICE (888) 509-2916 Option 2



Call us to make sure the item in question is covered by your plan, get a request number, and get recommended contractors (if you choose).

### STEP 3 CALL US BACK AT (888) 509-2916 (Option 3) AFTER YOUR CONTRACTOR HAS DIAGNOSED THE PROBLEM



Call us back after the contractor has diagnosed the problem, but prior to the repair. We will speak to you and your contractor to determine the approved dollar amount that we will cover.

### STEP 2 SCHEDULE YOUR LOCAL CONTRACTOR



Schedule the local contractor of your choice to come to your home and diagnose the problem.

### STEP 4 AUTHORIZE THE CONTRACTOR TO PERFORM THE WORK



In this step, the contractor performs the work to get your home back in working order.

### STEP 5 CALL US BACK AT (888) 509-2916 (Option 3) AFTER THE WORK IS PERFORMED TO YOUR SATISFACTION

Call us after you are satisfied with the work and we will arrange our portion of the payment to the contractor. You will be required to pay the lesser of a trade call fee or the actual cost of the service to your selected contractor. Further, if your selected contractor provides repairs or replacements to items not covered, or charges more than our allotted coverage limits, you will be required to pay those expenses.

# Achosa Home Warranty, LLC

5438 Lockwood Ridge Road, #301, Bradenton, FL 34203

## Standard Real Estate Buyer's Terms and Conditions

PLEASE CAREFULLY READ THESE STANDARD REAL ESTATE BUYER'S TERMS AND CONDITIONS PLUS YOUR INVOICE (COLLECTIVELY, THIS "CONTRACT").

Throughout this Contract, the words (i) "we", "us", "our", and the "Company" refer to Achosa Home Warranty, LLC, and (ii) "you", "your" and "Real Estate Buyer" refer to the person contracting for services covered by this Contract identified on the Company's invoice executed by you (the "Invoice") describing the real property (the "Property"), duration of this Contract, and amount owed by you in consideration for our agreement to provide the services. These terms and conditions apply to all Contracts between the Company and purchasers of real estate who elect a Core, Prime, Prime Plus or Pro Plan, and any Add-On coverage as indicated on your invoice. As provided below, certain terms and conditions may differ depending on the coverage level indicated on your invoice.

1. **General.** This is a contract for the repair or replacement of the home appliances and systems specified in this Contract (the "**Equipment**") that break down due to normal wear and tear. This is not a contract for insurance. This Contract covers only the Equipment specifically identified as covered herein and excludes all other items, whether specifically identified as excluded or not.

2. **Customer Service; Procedure.** This Contract allows you to select your own licensed contractor to make covered repairs. All selected contractors must be licensed and insured. You must call our customer service department at (888) 509-2916 to initiate all claims prior to any repair or replacement of Equipment to be eligible for coverage with this Contract. At your request, the Company will provide you with names of licensed contractors in your area. If no covered defects or failures are discovered or repaired during a service call, you are responsible for the entire cost of the service call.

3. **Coverage; Coverage Period; Payment.** Subject to the Limitation of Liability set forth in Section 6 of this Contract:

a. This Contract covers only the Equipment located at the Property as specifically identified in Sections 4 and 5 of the Contract for the service(s) on your Invoice. Repair or replacement of covered Equipment is subject to maximum annual dollar limits as provided in this Contract. **In aggregate, and notwithstanding anything to the contrary as may be set forth in this Contract, the**

**Company will pay no more than \$25,000 per year for covered Equipment in this Contract.**

b. The Company has the sole right to decide whether to repair or replace the Equipment. All replacements authorized by Company will be of a similar or equivalent quality to the covered Equipment. All replacements must be purchased from a licensed technician or licensed retailer. Should you decide to replace any Equipment with respect to which the Company has decided to cover the repair, the Company will only pay the amount the repair would have cost (less the applicable service fee), and you will be responsible for the difference in cost between repair and replacement.

c. Coverage under this Contract begins at the closing of your purchase of the Property and continues for the term described in the Invoice (the "**Coverage Period**"). Payment of the fees required for coverage under this Contract as specified in the Invoice are due and payable the Property purchase closing date. If payment is not received within fourteen (14) days after such closing date, the Company has a right to cancel this Contract and pursue reimbursement for any claims previously paid, subject to any state specific cancellation limitations. At the Company's discretion, it will provide you options for continuation of service prior to the end of your Coverage Period.

d. You will be required to pay the lesser of the applicable service fee (\$100) or the actual cost of the service to your selected contractor for each service request. Further, if your selected contractor repairs or replaces Equipment that is not covered by this Contract, or charges more for the service than our coverage limits, you will be required to pay the excess expenses.

e. You continue to be responsible for normal maintenance on all covered Equipment. Equipment is not covered under this Contract unless it is in proper working order at the beginning of coverage. To be covered, Equipment must be installed and located within the interior of the main foundation of the primary dwelling (except for air conditioning) of the Property. This Contract provides coverage for unknown defects only if the defect is not detectable through visual inspection or simple

mechanical test. The Company may require additional documentation to confirm compliance with these terms and conditions in the event coverage is requested for unknown defects.

4. **Covered Equipment.**

a. **Attic, Exhaust, & Ceiling Fans**

Included: Motors, switches, controls, bearings, whole house fan

Excluded: Shutters, filters and lights, range hoods

**Maximum annual coverage: \$500**

b. **Central Air Conditioning**

Included: Ducted electric central air conditioning units and crane costs for replacements, clearing of condensate line

Excluded: Window units, circulation/recirculation pumps, condensation pumps, ductwork, non-ducted wall units, humidifiers, chillers, zone controls, dampers, filters

**Maximum annual coverage:**

**Core = \$1,000      Prime = \$2,000**

**Prime Plus = \$2,500    Pro = \$3,500**

c. **Central Heating System**

Included: Ducted and water sourced primary central heating units (this equipment includes heat pump systems and packaged HVAC systems)

Excluded: Space heaters, circulation/recirculation pumps, ductwork, ductless systems, filters, humidifiers, electronic air cleaners, UV lights, registers, fuel storage tanks, grills, chimneys, flues, vents, zone controls, dampers

**Maximum annual coverage:**

**Core = \$1,000      Prime = \$2,000**

**Prime Plus = \$2,500    Pro = \$3,500**

d. **Code Violations**

Included: When the correction of code violation(s) is required for a covered repair or replacement, **the Company will pay up to \$250 per term to correct it**

e. **Dishwasher**

Included: All, except specifically excluded below

Excluded: Racks, baskets, rollers, springs, removable trays, interior lining, lock assemblies

**Maximum annual coverage:**

**Core = \$500      Prime = \$500**

**Prime Plus = \$1,000    Pro = \$1,500**

f. **Electrical System**

Included: Main electrical panel, outlets, switches, wiring, subpanels, and doorbells

Excluded: Solar components, damage due to power surges, inadequate capacity, low voltage systems

**Maximum annual coverage:**

**Core = \$500      Prime = \$500**

**Prime Plus = \$1,000    Pro = \$1,500**

g. **Garage Door Opener**

Included: All, including hinges and springs, except specifically excluded below

Excluded: Garage doors, sensors, chains, tracks, rollers, wiring, loss of remote devices, batteries, lights

**Maximum annual coverage: \$500**

h. **Garbage Disposal**

Included: All, except specifically excluded below

Excluded: Problems or jams caused by bones, glass or non-food objects

**Maximum annual coverage: \$500**

i. **Jetted Bathtub**

Included: Mechanical parts such as accessible controls, accessible plumbing lines, air pumps, drains, gaskets, circulation pump motor

Excluded: Bathtub shell, caulking, grout, gaining access to equipment, tiles, tub enclosure, failures due to improper operation, rust

**Maximum annual coverage: \$500**

j. **Kitchen Refrigerator**

Included: All for the refrigerator that is located in the kitchen, except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, insulation/interior thermal shells, wine coolers, mini refrigerators, door seals and gaskets, hinges, glass, AV equipment, internet connections, units moved out of the kitchen

**Maximum annual coverage:**

**Core = \$500      Prime = \$500**

**Prime Plus = \$1,000    Pro = \$1,500**

k. **Microwave**

Included: For built in microwaves only, all, except specifically excluded below



Excluded: Interior lining, door glass, clocks, racks, knobs, meat probes, rotisseries, door handles

**Maximum annual coverage: \$500**

**I. Oven/Range/Cooktop**

Included: All, including range hoods, except specifically excluded below

Excluded: Rotisseries, lights, knobs, dials, racks, baskets, removable trays, door glass, interior lining, meat probe assemblies and clocks, glass or ceramic cooktops, accessories, self-cleaning mechanisms

**Maximum annual coverage:**

**Core = \$500                      Prime = \$500**

**Prime Plus = \$1,000    Pro = \$1,500**

**m. Plumbing & Drains**

Included: Within the interior of the main foundation of the home: leaks to drains, leaks to water lines, leaks to sewer lines, assemblies within toilet tank, fixtures and faucets, valves to shower, pressure regulators, pressure relief valves, interior hose bibs, risers, clearing of stoppages

Excluded: Sinks, bathtubs, exterior hose bibs, filters, ejector pumps, grinders, shower pans or enclosures, tub enclosures, toilet bowl or tank, toilet flanges, caulking or grouting, root damage, outside or underground piping, loss due to chemical or mineral deposits, water softeners, whirlpool tub pumps, access through/restoration of water damaged areas, anything outside of the main foundation

**Maximum annual coverage:**

**Core = \$500                      Prime = \$500**

**Prime Plus = \$1,000    Pro = \$1,500**

**Maximum annual coverage is inclusive of up to \$500 for access to concealed plumbing and restoration thereof.**

**n. Primary Sump Pump (Ground Water Only)**

Included: Mechanical parts and components that are permanently installed

Excluded: Ejector pumps, backup sump pumps, backup power assemblies and portable units

**Maximum annual coverage: \$500**

**o. Roof Leaks**

Included: Asphalt or clay shingles, slate, metal roofing and flashing

Excluded: Skylights, acts of God, chimney caps, improper installations

**Maximum annual coverage: \$500**

**p. Septic System & Ejector Pump**

Included: Septic tank and line from house, baffles, sewage ejector pump and switches, grinders, aerobic pump, aerator

Excluded: Drain field, tile fields, leach beds, clean out, insufficient capacity, blockages from tree roots or foreign objects, pumping, leach lines, field lines

**Maximum annual coverage: \$500**

**q. Washer & Dryer**

Included: All for one washer and one dryer, except specifically excluded below

Excluded: Plastic mini-tubs, soap dispensers, filter/lint screens, knobs & Dials, venting and damage to clothing

**Maximum annual coverage per Washer and per Dryer:**

**Core = \$500                      Prime = \$500**

**Prime Plus = \$1,000    Pro = \$1,500**

**r. Water Heater**

Included: All except specifically excluded below

Excluded: Oil hot water tanks, auxiliary holding or storage/expansion tanks, circulation/recirculation pumps, losses from chemical or mineral deposits, insufficient capacity

**Maximum annual coverage:**

**Core = \$500                      Prime = \$750**

**Prime Plus = \$1,000    Pro = \$1,500**

**s. Water Softener**

Included: Mechanical parts & components of a single unit water softener and connecting water lines

Excluded: Water pressure issues, water purity or clarity, odor control, resin beds, salt replacement, corrosion, normal maintenance, purification systems, rented/leased equipment

**Maximum annual coverage: \$500**

**t. Well Water Pump**

Included: Pump, valves and regulators for main dwelling

Excluded: Holding or storage tanks, digging, locating pump, re-drilling of wells, well casings, pressure tanks, pressure switches or gauges, piping, electrical lines, screens, pumps used for lawn sprinklers or other like systems

**Maximum annual coverage: \$500**

5. **Add-On Coverage.** You may elect to purchase any one or more of the following add-on benefits, which will be provided by the Company in accordance with the terms of this Section if such coverage is listed on your invoice.

a. **Additional Refrigerator**

Included: All except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, insulation/interior thermal shells, wine coolers, mini-refrigerators, door seals and gaskets, hinges, glass, AV equipment, internet connections

**Maximum annual coverage: \$500**

b. **Conserve**

Included: When Equipment in Section 4 requires replacement, this Add-On allows you to replace the Equipment with new Equipment that is more energy efficient. This only applies when the replacement Equipment is more energy efficient than the existing Equipment.

Excluded: This Add-On may only be used once for each type of Equipment in Section 4.

**Maximum Annual Coverage: Up to \$250 more than the Standard Terms & Conditions coverage for a “like for like” Equipment replacement.**

c. **Conserve Plus**

Included: When Equipment in Section 4 requires replacement, this Add-On allows you to replace the Equipment with new Equipment that is more energy efficient. This only applies when the replacement Equipment is more energy efficient than the existing Equipment.

Excluded: This Add-On may only be used once for each type of Equipment in Section 4.

**Maximum Annual Coverage: Up to \$500 more than the Standard Terms & Conditions coverage for a “like for like” Equipment replacement.**

d. **Ductless Mini-Split System**

Included: Outdoor compressor/condenser, indoor air handling unit, conduit

Excluded: Maintenance, air filters, handheld remotes

**Maximum annual coverage: \$1,000**

e. **Major Appliances Maximum Cap Replacement Enhancement**

Included: Replacements due to items included in 4. **Covered Equipment** for Dishwasher, Kitchen Refrigerator, Oven/Range/Cooktop, Washer & Dryer.

Excluded: All repairs, and replacements due to items excluded in 4. **Covered Equipment** for Dishwasher, Kitchen Refrigerator, Oven/Range/Cooktop, Washer & Dryer.

**Maximum Annual Coverage: Up to \$500 more than the Standard Terms & Conditions coverage for a “like for like” Equipment replacement.**

f. **Pool and Spa**

Included: Components of the heating, pumping (including booster pumps) and filtration system for the pool and spa where both utilize common equipment. If the pool and spa utilize different equipment, additional coverage must be purchased to cover both the pool and the spa.

Excluded: skimmers, pool sweeps, lights, liners, jets, underground/inaccessible lines, cleaning equipment, solar equipment, structural defects, timers, remote controls

**Maximum annual coverage: \$1,000**

g. **Saltwater Pool and Spa**

Included: Components of the heating, pumping (including booster pumps) and filtration system for the saltwater pool and spa where both utilize common equipment. If the saltwater pool and spa utilize different equipment, additional coverage must be purchased to cover both the pool and the spa.

Excluded: skimmers, pool sweeps, lights, liners, jets, underground/inaccessible lines, cleaning equipment, solar equipment, structural defects, timers, remote controls

**Maximum annual coverage: \$1,500**

h. **Additional Pool or Spa**

Included: Components of the heating, pumping (including booster pumps) and filtration system for the additional pool or spa where both utilize different equipment.

Excluded: skimmers, pool sweeps, lights, liners, jets, underground/inaccessible lines, cleaning equipment, solar equipment, structural defects, timers, remote controls

**Maximum annual coverage: \$1,000**

i. **Stand Alone Freezer**

Included: All except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, interior thermal shells, door seals and gaskets, hinges, glass, AV equipment, internet connections

**Maximum annual coverage: \$500**

j. **Stand Alone Ice Maker**

Included: All except specifically excluded

Excluded: Racks, shelves, lighting, handles, water line restrictions, interior thermal shells, door seals and gaskets, hinges, glass, AV equipment, internet connections

**Maximum annual coverage: \$500**

6. **Limitation of Liability.** Notwithstanding anything to the contrary set forth in this Contract:

- a. The Company will not cover any services performed on Equipment without Company's prior authorization or outside of the Coverage Period. Further, the Company will not cover costs related to previous improper installations of Equipment or the failure of Equipment to meet any code or legal requirements.
  - b. The Company will not cover any damage to Equipment due to failure to maintain Equipment as instructed by manufacturers. Further, the Company is not liable for repairing any Equipment with manufacturer's defects or under manufacturer's warranty. The Company is not liable for indirect, incidental, special, or consequential damages, fire damage, water damage, failures due to power/electrical surge, damage due to weather/acts of God, missing parts, lost or imputed profits or revenues, or personal injury from a covered item even if advised of the possibility.
  - c. The Company is not responsible for failure to provide reasonable service due to circumstances beyond its control. The Company will not be obligated to cover repairs to commercial grade or leased Equipment. Valuing systems beyond normal life expectancy will be at the sole discretion of the Company.
7. **Dispute Resolution.** Any controversy, dispute or claim arising out of or relating to this Contract, including whether the controversy, dispute or claim is arbitrable (each, collectively, a "**Dispute**"), shall be submitted to arbitration administered by the American Arbitration Association ("**AAA**") or its successor under the AAA rules in effect at the time the arbitration commences. The arbitration shall be conducted before a panel of three arbitrators selected and appointed in accordance with AAA rules, and will take place in the county in which the property is located. Each Party may be represented by one or more attorneys or other selected representative(s). Each Party will bear and pay equally the fees and expenses of AAA and each party will bear its own attorneys' fees, costs and other expenses in connection with arbitration. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.
8. **Cancellation.** If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee equal to the lesser of 10% of the contract price or \$50 and less all service (claims) costs incurred by the Company. Cancellations within 30 days of contract initiation are not subject to the proration or administrative fee.
9. **Multiple Units.** If this contract is for a Property that is a duplex, triplex, or fourplex dwelling, the invoice must reflect said property type in order for all of the units to be covered. Equipment that serves multiple units will only be covered if all Property units are covered by a Contract as of the repair request date. When multiple units are covered, each individual unit is subject to its own maximum annual coverage limits as identified above. However, the overall contract coverage is limited to the amount stated in Section 3a.
10. **New Construction.** If this contract is for a Property that is newly constructed and the new construction option is selected, coverage begins on the first day of the thirteenth (13<sup>th</sup>) month after the home purchase.
11. **Transfer of Contract.** If ownership of the Property changes during the Coverage Period, you must notify the Company promptly, but in no event later than thirty (30) days after the Property is transferred, at (888) 509-2916, in order for this Contract to be transferred to the new owner. This Contract is assignable by the Company without consent.
12. **Miscellaneous.**
- a. **Personally Identifiable Information.** By submitting any of your personally identifiable information, such as your name, address, email address, phone number or fax number, to us, you consent to our privacy policy located at [www.achosahw.com/terms](http://www.achosahw.com/terms).
  - b. **Severability.** If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision in any other jurisdiction.
  - c. **Headings.** The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.
  - d. **Governing Law.** All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the internal laws of the state in which the Property is located without giving effect to any choice or conflict of law provision or rule.
  - e. **Entire Agreement.** This Contract (including the Invoice and all documentation related to Add-Ons), constitutes the sole and entire agreement of the parties to this Contract with respect to the subject matter contained

herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

13. **Specific State Requirements.** The following state specific requirements apply if your Contract covers a Property located in one of the following states and supersede any other provision within your Contract to the contrary.

- a. Alabama. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

The Company may cancel this contract for any business reason. The Company shall mail you a written notice at least five days prior to cancellation by the Company. Such prior notice is not required if the reason for cancellation is nonpayment of the fee or a material misrepresentation by you to the Company relating to the covered property or its use.

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee equal to \$25 and less all service (claims) costs incurred by the Company. Cancellations within 30 days of contract initiation are not subject to the proration or administrative fee.

- b. Georgia. The Company's obligations under this Contract for a Property located in the State of Georgia are insured by a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112. If a claim or refund for a Property is not paid within 60 days after a proof of loss has been filed, you shall be entitled to file a direct claim against the surety at the above address.

The Company may only cancel this Contract for fraud, material misrepresentation, or nonpayment. For cancellations by the Company, the Company will issue a pro-rata refund of the paid Contract fee for the unexpired term without any further deductions. For all other cancellations, the Company will issue a pro-rata refund of the paid Contract fee for the unexpired term less 10% of the refund amount due without any further deductions. Should the Company cancel this Contract, it will provide at least thirty (30) days written notice.

Arbitrations will be conducted in the county in which the Property is located. Arbitrations will be nonbinding.

- c. Illinois. Obligations of the company under this contract are backed by the full faith and credit of the company and are not guaranteed under a reimbursement insurance policy.

- d. Iowa. Obligations of the Company under this Contract are backed by the full faith and credit of the Company and are not guaranteed under a reimbursement insurance policy.

The issuer of this Contract is subject to regulation by the Insurance Division of the Department of Commerce of the State of Iowa. Complaints that are not settled by the issuer may be sent to the Insurance Division. The address for the Iowa Insurance Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

A ten percent penalty shall be added each month to a refund that is not paid to you within thirty days of cancellation.

The Company may cancel this contract for any business reason. If the Company cancels the Contract, the Company shall mail a written notice of termination to you at least 15 days before the date of the termination. Prior notice of cancellation by the service company is not required if the reason for cancellation is nonpayment of the purchase price, a material misrepresentation by you to the Company, or a substantial breach of duties by you relating to the covered product or its use.

- e. Kentucky. The Company has a performance bond with the Great American Insurance Company, 301 E. 4<sup>th</sup> Street, Cincinnati, Ohio 45202. You are entitled to make a direct claim against the insurer upon the failure of the Company to pay any claim within 60 days after the claim has been filed with the Company.

- f. Michigan. 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 of the service contract shall be extended for the period of the strike or work stoppage.

- g. Oklahoma. Obligations of the Company under this service contract are backed by the full faith and credit of the Company.

In the event of a claim outside normal business hours, call our customer service department at (888) 509-

2916. The customer service department is available 24 hours a day 7 days a week.

While arbitration is mandatory, the outcome of any arbitration shall be non-binding on the parties, and either party shall, following arbitration, have the right to reject the arbitration award and bring suit in a district court of Oklahoma.

- h. South Carolina. This service contract is not an insurance contract. Obligations of the Company under this service contract are backed by the full faith and credit of the Company. A ten percent penalty per month shall be added to a refund that is not paid or credited within forty-five days after return of the service contract to the provider. In the event of a dispute, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, SC 29201 or (800) 768-3467.
- i. Texas. This contract is issued by a Residential Service Company licensed by the Texas Department of Licensing and Regulation. Complaints about this contract or company may be directed to the Texas Department of Licensing and Regulation at 920 Colorado St, Austin, TX 78701, (512) 463-6599. The purchase of a residential service contract or home warranty contract is optional and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

**NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE §1303.304.**

Under normal circumstances, the company will initiate the performance of services within 48 hours after the contract holder requests the services.