



# Welcome Home to



«First Name»



Protection and Savings - 24/7  
Prepared Exclusively For  
«Street Address Line 1»

[www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com)



Dear «First Name»,

I'd like to personally welcome you to Home Protect® – The home warranty that not only protects your most important home systems and appliances, but also protects your budget 24 hours a day, 365 days a year.

**The odds are now in your favor.**

Our home warranty holders know that without Home Protect, the risk of paying thousands of dollars to replace a major system or appliance is very high. But you've reduced that risk because Home Protect repairs or replaces your covered systems and appliances. And unless there's another home on «Street Name» with Home Protect's coverage, you can consider yourself (and your budget) among the best protected in your neighborhood.

«First Name», this Benefits Guide has been customized for you.

Take your time to read through this Guide at your convenience. It contains everything you need to know about Home Protect – from how to take advantage of all your benefits and exclusive savings to your personalized warranty number and information on how to renew your warranty and also enjoy significant discounts on new appliances.

Once again, I'd like to welcome you to Home Protect, where we are committed to providing you with exceptional service, savings and protection every single day of the year.

Sincerely,

A handwritten signature in black ink, appearing to read "Sandi Finn".

Sandi Finn  
President

[www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com)

# Register Your Home Warranty Online

In order for us to serve you better, «First Name», we've set up a secure, online system that enables you to register your warranty online at: [www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com)

This allows us to be certain that your contact information is up to date so that we can enhance the convenience, peace of mind and money savings you're already enjoying as part of your Home Protect Home Warranty.

## REGISTER USING YOUR WARRANTY NUMBER: «XXXXXXXXXX»

Once you register your warranty, we can:

- 🏠 Inform you about claim updates
- 🏠 Notify you of any warranty upgrades
- 🏠 Recommend related services to help save even more money
- 🏠 AND LOTS MORE

Please Note: Your warranty is active whether or not you register online. However, registration can enhance communication for warranty claims and upgrade information.



## Placing a claim online?

1. JUST GO TO...  
[www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com)
2. SIMPLY CLICK...  
the "Place a Claim" tab.
3. COMPLETE THE FORM...  
click "Submit" and you're done!

# The Information You Need - 24/7 - at [www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com)

Anytime, day or night, the Home Protect website is available to help answer any questions you might have. When you visit us at [www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com), you will get all the information you need regarding important Home Protect service features like:

- 🏠 Your unique benefits
- 🏠 Your covered systems and appliances
- 🏠 Placing a new claim
- 🏠 The Appliance Buyline® Discount Buying Service
- 🏠 Answers to the most frequently asked questions
- 🏠 How to contact us
- 🏠 And lots more...

We've designed the website with you in mind – Just point and click to get the answers (and services) you need!



**Click Your Way to**

✓ **Savings**

✓ **Security**

✓ **Peace of Mind**

[www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com)

# Benefits At-a-Glance:

*The Savings and Convenience of Home Protect Start Here.*

Since this home was a foreclosure property purchase that may have had damaged/missing appliances and systems prior to closing, Home Protect provides discounts of up to 30% on repairs in these instances. So now you can relax knowing that your home and budget are protected.

## 24/7 Hotline Access

When something breaks down at «Street Address Line 1», just visit us at [www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com), click on the “Place a Claim” tab, and complete the form. Or call Home Protect toll-free 24 hours a day at 1.866.439.7710 to schedule a pre-qualified service professional to come to your home.

## Instant Savings

Remember, «First Name»: whether your covered system or appliance needs repair or replacement, you'll typically pay just a \$100 deductible.\*

## Unlimited Service

Anyone from the «Last Name» household can call for as many appliance and system repairs as needed.\*

## No Inspection Required

It doesn't matter the age of your systems and appliances... or what make or model they happen to be – they're covered.\*

## Appliance Discounts

You can use Home Protect's Appliance Buyline® to get deep discounts off the suggested retail price of top, brand name appliances. (See Page 8 for details.)













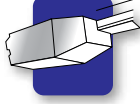



*\* See terms, conditions and limitations in your service agreement. Non-covered charges may be applicable.*





# Your Covered Systems & Appliances

Home Protect protects you against the high cost of repair and replacement for the systems and appliances you use the most.\* From the kitchen to the bathroom to the laundry room and everywhere in between:

- |   |   |   |   |
|---|---|---|---|
|  |  |  |  |
| Air Conditioning System   | Heating System  | Electrical System   | Plumbing System   |
|  |   |  |  |
| Built-In Dishwasher   | Clothes Washer/Dryer  | Refrigerator  | Built-In Microwave  |
|  |  |  |  |
| Ceiling Fan   | Oven/Stove/Cooktop  | Sump Pump   | Garbage Disposal  |
|  |   |  |  |
| Garage Door Opener  | Swimming Pool   | Built-In Trash Compactor  | Water Heater  |

Home Protect has been designed to keep «Street Address Line 1» up and running. It's all about saving you money and worry while making your life easier every single day.

We cover the events that take place from closing for two whole years for systems and appliances that are in proper working condition on the plan's effective date.

# One Call or One Click... Thousands In Savings

Whether you have an emergency, or just need us to take a look at something, our hotline is open **24 hours a day, 365 days a year** – so you're never alone when you need help. Just place a claim online at [www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com) or dial our toll-free number, 1.866.439.7710 and we will provide you with a service professional in the «City» area who will come to your home on a day and time that works for you.

«First Name», imagine getting a new air conditioning system, a new furnace, a new refrigerator or even a new clothes washer for the low cost of your «Deductible Amount» deductible.\* With the protection of Home Protect, it's possible...

## How it works.

When any of the covered systems or appliances at «Street Address Line 1» break down, just give us a call or place a claim online and we'll send a pre-qualified service professional to repair the item. If it can be repaired, we'll fix it to meet Home Protect's superior standards. But that's not all: you'll also receive our 180-day Service Guarantee. That means **you won't pay a cent** if the problem reoccurs due to a workmanship issue.

## But what if it can't be repaired?

No problem. Home Protect will replace the covered system or appliance with one of comparable features. No matter what covered system or appliance breaks down, if it's determined that it needs replacement, you can count on Home Protect to cover you up to the full amount of your plan limits. That's money in your pocket that you can use for so many other things!

\* See terms, conditions and limitations in your service agreement. Non-covered charges may be applicable.



**A Home Protect  
Customer Care  
Representative is  
available to help when  
you need it the most.**

# The Appliance Buyline® Discount Buying Service

Welcome to the Home Protect Appliance Buyline, where **DEEP** discounts equal **BIG** savings whenever you need an appliance for your home at «Street Address Line 1».

Is it time to upgrade your kitchen appliances? Is your clothes washer on its way out? Would you like a new refrigerator as a special gift to yourself? Whatever the reason for purchasing a new appliance, you can count on Appliance Buyline to make sure you're getting a great deal — everyday savings not available to the general public.

APPLIANCE  
BUYLINE

Get Top Brand Names...  
at Bottom Line Prices

Choose from some of the most trusted names in the industry.

- General Electric®
- KitchenAid
- Whirlpool®
- Jenn-Air
- Maytag
- Gladiator

**FYI:** Installation and haul-away services are also available... at a discount, of course!



# How to Get Your Appliance Discounts

Accessing your appliance discounts is as easy as 1 - 2 - 3...

1

VISIT THE  
MANUFACTURER'S  
WEBSITE

**GE:** [www.Shop4GE.com](http://www.Shop4GE.com)

GE Profile  
GE Café  
GE Monogram

**WHIRLPOOL:** [www.Partners.Whirlpool.com](http://www.Partners.Whirlpool.com)

Whirlpool • Maytag  
KitchenAid • Jenn-Air • Gladiator

2

REGISTER  
FOR ACCESS

**GE**

**CLICK: "Register for access to the GE Store"** (located at the bottom left of GE home page)  
**USE AUTHORIZATION CODE TO COMPLETE REGISTRATION**

**WHIRLPOOL**

**CLICK: "Create an Account"** (located at the right side of Whirlpool home page)  
**USE GROUP CODE TO COMPLETE REGISTRATION**

3

ENJOY YOUR  
EXCLUSIVE  
SAVINGS!

For questions regarding appliance features, delivery and installation options,  
or for ordering assistance, please contact:

**GE - 1.800.207.8665**

**WHIRLPOOL - 1.866.808.9274**

Access to these online stores is for your personal use only and will include a separate user agreement outlining the manufacturer's terms and conditions for using their site.

THE FOLLOWING TERMS AND CONDITIONS APPLY TO ALL ENROLLEES OF THE APPLIANCE BUYLINE DISCOUNT BUYING SERVICE (THE "SERVICE") AND SHALL BE BINDING ON ALL ENROLLEES UPON COMPLETION OF ENROLLMENT IN THE SERVICE.

1. **THE SERVICE:** The Service is offered by Cross Country Home Services, Inc. as an additional benefit to enrollees in certain of its and its affiliates and subsidiaries' home products (collectively CCHS). Through the Service, enrollees are given direct access to third-party merchants' ("Participating Merchants") websites through which enrollees can purchase appliances at discounted prices compared with the manufacturer and/or Participating Merchant's suggested retail prices. All products offered to enrollees in the Service are determined solely and exclusively by the Participating Merchants, and all prices and discounts advertised on the Participating Merchants' websites for the products offered are determined solely and exclusively by the Participating Merchants. All purchases made by enrollees through the Service are made directly between the enrollee and the Participating Merchant and must be approved by the Participating Merchant. All terms and costs of delivery and/or installation of any product(s) purchased through the Service are determined solely and exclusively by the Participating Merchant and the enrollee. The Service shall not participate in the selection, purchase, payment, delivery, or installation of any product by any enrollee from any Participating Merchant. The Service reserves the sole and exclusive right to determine which merchants may participate in the Service.
2. **ENROLLMENT:** To enroll in the Service, you must contact the Service at 1-800-475-9679 or by email to [questions@appliancebuyline.com](mailto:questions@appliancebuyline.com). Once enrolled, you will be provided with the necessary information to access Participating Merchants' websites, including any required authorization codes necessary to access the websites. Depending on the Participating Merchant, you may also be required to register with the Participating Merchant before accessing the merchant's website and/or purchasing any products. All enrollees in the Service who access and/or register with a Participating Merchant's website are subject to all terms and conditions established by that Participating Merchant in addition to the Terms and Conditions set forth herein.
3. **MERCHANDISE ORDERS:**
  - a. When you order a product from a Participating Merchant, the purchase is completed solely and exclusively between you and the Participating Merchant. Neither the Service nor CCHS is the merchant, vendor, supplier, or manufacturer of any product. Neither the Service nor CCHS maintain inventory for any products, or take title to the product. In addition to the terms and conditions set forth herein, all orders placed with a Participating Merchant are subject to the terms and conditions of the Participating Merchant with which the order is placed as well as any terms and conditions imposed by the manufacturer.
  - b. All purchases made through the Service must be completed with a credit card unless otherwise permitted by the Participating Merchant. You must check with each Participating Merchant to determine which credit cards they accept.
4. **CANCELLATION AND RETURN POLICY ON MERCHANDISE ORDERS:**
  - a. All cancellations of any orders placed with a Participating Merchant are subject to and must comply with the terms, conditions and policies of the Participating Merchant with which the order was made. You must contact the Participating Merchant directly to effectuate any cancellation.
  - b. All returns of items purchased through the Service from a Participating Merchant and delivered to you are subject to and must comply with the terms, conditions and policies of the Participating Merchant from whom the product was purchased. You must contact the Participating Merchant directly to effectuate any return.
5. **AVAILABILITY OF MERCHANDISE:** The Service and CCHS do not guarantee the availability of any product. The availability of any product is determined solely and exclusively by the Participating Merchants.
6. **WHO MAY USE:** You and immediate members of your family living in your household may use the Service for the purpose of purchasing home appliances for your and your immediate family's personal use. You may not use the Service to purchase appliances for the purpose of reselling them. You may not disclose any information you learn from accessing any Participating Merchant's website to any person or entity except as necessary to fulfill the buy-sell relationship between you and the Participating Merchant. You may not give any other person access to any Participating Merchant's website or purchase appliances through the Service on behalf of anyone other than yourself or your immediate family members living in your household. You agree to notify the Service if you become aware of any unauthorized use of the Service. Any violation of these limitations may result in the immediate termination of your enrollment in the Service and/or termination of your right to access Participating Merchants' websites.
7. **LIMITS OF LIABILITY:**
  - a. THE SERVICE, CCHS, AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM AND ASSUME NO LIABILITY AS A SELLER OF ANY PRODUCTS INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS, INCLUDING WITH RESPECT TO ANY PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY SUCH DEFECTIVE PRODUCTS, DELAY IN DELIVERY OF PRODUCTS FOR ANY REASON WHATSOEVER, DELIVERY OF THE WRONG PRODUCT, NEGLIGENCE IN CONNECTION WITH THE DELIVERY AND/OR INSTALLATION OF A PRODUCT, AND NEGLIGENCE OF A PARTICIPATING MERCHANT, AND YOU AGREE TO WAIVE ANY AND ALL SUCH CLAIMS AS AGAINST THE SERVICE, CCHS AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES.
  - b. THE SERVICE, CCHS AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES FURTHER EXPRESSLY DISCLAIM AND ASSUME NO LIABILITY FOR SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES AND YOU AGREE TO WAIVE ANY AND ALL CLAIMS FOR SUCH DAMAGES. THE SERVICE, CCHS AND EACH OF THEIR PARENTS, SUBSIDIARIES AND AFFILIATES LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE FEE PAID BY YOU FOR THE SERVICE.

- c. THE SERVICE, CCHS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY WEBSITE, PUBLICATION OR GUIDE PRODUCED AND PROVIDED TO YOU BY THE SERVICE, CCHS OR THEIR PARENTS, SUBSIDIARIES OR AFFILIATES OR FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY PARTICIPATING MERCHANT'S WEBSITE, PUBLICATIONS OR GUIDES. INFORMATION IN ANY SUCH PUBLICATIONS, GUIDES AND/OR WEBSITES REGARDING PRODUCT MANUFACTURERS, MODEL NUMBERS, PRICES, ACCESS NUMBERS AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT NOTICE.
8. **WARRANTY DISCLAIMER:** TO THE EXTENT PERMITTED BY LAW, THE SERVICE, CCHS AND THEIR PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO WARRANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY ANY PARTICIPATING MERCHANT, INCLUDING ANY WARRANTY FOR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING BY CUSTOM OR TRADE USAGE. YOU ARE ENTITLED ONLY TO THE MANUFACTURER AND/OR PARTICIPATING MERCHANT'S PRODUCT AND SERVICE WARRANTIES SET FORTH IN THE DOCUMENTATION AND INFORMATION PROVIDED BY THE MANUFACTURER AND/OR PARTICIPATING MERCHANT. THESE WARRANTIES SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY IN EQUITY OR AT LAW FOR DEFECTIVE PRODUCTS OR SERVICES.
9. **CHANGES IN TERMS AND CONDITIONS:** The Service reserves the right to change the terms and conditions of this Agreement at any time. Benefits may vary from those stated here, and are subject to change without prior notice.
10. **GOVERNING LAW:** These Terms and Conditions, and the rights and obligations stated hereunder, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to its conflict of laws provisions.
11. **MANDATORY ARBITRATION: ALL DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE NEGOTIATION, INTERPRETATION, SCOPE AND VALIDITY OF THIS AGREEMENT OR THIS ARBITRATION CLAUSE, (collectively "DISPUTES") NOT RESOLVED AMICABLY BETWEEN THE PARTIES SHALL BE SETTLED EXCLUSIVELY BY FINAL AND BINDING ARBITRATION CONDUCTED IN BROWARD COUNTY, FLORIDA OR OTHER MUTUALLY AGREED LOCATION, BY ONE NEUTRAL ARBITRATOR, IN ACCORDANCE WITH THIS AGREEMENT AND THE THEN CURRENT COMMERCIAL ARBITRATION RULES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). ALTERNATIVELY, IF YOU INITIATE THE ARBITRATION, YOU MAY ELECT TO SUBMIT THE DISPUTE FOR RESOLUTION PURSUANT TO THE AAA'S GUIDELINES FOR WRITTEN ARBITRATION (DESK ARBITRATION). YOU AGREE THAT ANY AND ALL DISPUTES YOU MAY HAVE SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

The parties shall share the filing and other administrative fees of the AAA and the expenses of the arbitrator in accordance with the applicable Supplementary Procedures for Consumer-Related Disputes of the AAA. Copies of the applicable rules of the AAA may be obtained by mail from the American Arbitration Association, Attn: Customer Service, 1633 Broadway, 10th Floor, NY, NY 10019-4605 or on the Internet at <http://www.adr.org>. The decision of the arbitrator shall be final and binding, and a Judgment upon an award may be entered in any Court having competent jurisdiction. Unless otherwise required by statute or other law, the arbitrator shall not have the power to award any damages in excess of the liability limitations set forth in this Agreement. Each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. To make a claim in connection with your rights hereunder, you must notify the Service within 30 days of the event giving rise to such claim, and you must file your demand for arbitration within one year of such event. If a Dispute is not submitted within such time (time being of the essence), the party seeking to arbitrate the Dispute shall waive and lose all rights and remedies with respect to the Dispute. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"). Notwithstanding any provision herein to the contrary, with respect to any Dispute that is subject to resolution in Small Claims Court in the jurisdiction where the dispute arose, the Dispute may be brought in Small Claims Court. If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it shall not invalidate the remaining portions of this Arbitration Provision.

12. **ASSIGNMENT:** You may not assign or delegate any of your rights or obligations under this Agreement without the written consent of the Service and subject to the authorization of Participating Merchants in accordance with their respective terms, conditions and policies.
13. **ENTIRE AGREEMENT:** These Terms and Conditions constitute the entire agreement between you, the Service and CCHS with regard to the Service and any representation, promise or condition in connection therewith, whether oral or written, not incorporated herein shall not be binding upon either party, including, without limitation, any promotional, advertising and/or marketing materials provided to you by the Service or CCHS or otherwise exchanged between the parties.

*Cross Country Home Services, Inc. is the Servicing Company of the Appliance Buyline® Discount Buying Service. Certain restrictions and limitations apply. The Appliance Buyline® Discount Buying Service complies with all applicable laws and regulations concerning consumer goods. Products restricted by law are not available. Not available in Puerto Rico. Appliance Buyline is a registered service mark of Cross Country Home Services, Inc., Ft. Lauderdale, FL 33323.*

<b>Covered Property:</b> «Street Address Line 1» «City», State» «Zip»	
<b>Contract Number</b> «00000000»	
<b>Deductible</b> «\$0»	<b>Aggregate Annual Claim Limit:</b> «\$00,000»
<b>Effective Date</b> «00/00/0000»	<b>Expiration Date</b> «00/00/0000»



**Plan Holder Name:**  
 «First Name» «Last Name»  
 «Street Address Line 1»  
 «Street Address Line 2»  
 «City», «State» «Zip»

**YOUR PLAN COVERS THE FOLLOWING APPLIANCES AND SYSTEMS:**

Air Conditioning	Wall A/C	Range Exhaust	Clothes Washer	Clothes Dryer
Built-in Dishwasher	Ceiling Fans	Refrigerator	Heating System	Oven
Garbage Disposal	Electrical	Hot Water Heater	Built-in Microwave Oven	Built-in Trash Compactor
Plumbing	Garage Door Opener	Range	Stove/Cooktop	Swimming Pool
Sump Pump				

**State/Other Specifics:**

**THIS AGREEMENT IS SUBJECT TO CONDITIONS AND PROVISIONS SET FORTH IN THIS AGREEMENT COVERAGE SUMMARY AND THE ATTACHED HOME WARRANTY AGREEMENT. PLEASE READ FOR A DETAILED EXPLANATION OF COVERAGE PROVIDED.**

FOR SERVICE, QUESTIONS OR CLAIMS QUESTIONS UNDER THIS PLAN, PLEASE:  
VISIT US ONLINE AT **WWW.HOMEPROTECTWARRANTY.COM** OR CALL US TOLL-FREE AT **1.866.439.7710**

The Home Protect Home Service Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Florida, Illinois, Iowa, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; in Arizona and Massachusetts by HomeSure of Arizona, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors. Home Protect is a service mark of Cross Country Home Services, Inc., Fort Lauderdale, FL 33355.

# HOME PROTECT® HOME SERVICE AGREEMENT

*This Home Service Agreement, hereinafter referred to as the “Agreement”, is issued by the entity listed for your state on the Coverage Summary page. Such entity is hereinafter referred to as the “Issuing Company”, or “we”, “us”, and/or “our”. The owner of the home covered by this Agreement is hereinafter referred to as “you” and/or “your”. This is a Home Service Agreement, not an insurance policy.*

This Agreement is intended to provide protection against the cost of repairing certain types of mechanical failures of specific items in your home. **Please read the Agreement carefully. Coverage includes only certain mechanical failures of the specific items listed as covered on your Agreement Coverage Summary and excludes all other failures and/or items. The Agreement Coverage Summary is attached to and made a part of this Agreement.** Coverage is subject to the limitations and conditions specified in this Agreement.

## I. BASIS FOR COVERAGE

**We agree to pay the covered costs to repair or replace the items listed as covered on your Agreement Coverage Summary if any such items become inoperable during the term of this Agreement due to mechanical failure caused by routine wear and tear, subject to the terms and conditions of this Agreement.** Determination of coverage for any claim will be made solely by us, considering but not limited to, our independent contractor’s diagnosis. We reserve the right, at our option, to replace items rather than repair them. The definitions of the specific items that may be listed on your Agreement Coverage Summary as covered, as well as other limitations on coverage and other terms and conditions, are listed below.

This Agreement covers only mechanical failures relating to the mechanical parts and components of those domestic-grade items that were in the home and in proper operating condition on the Agreement effective date. “Domestic-grade” items are those that were manufactured and marketed solely for installation and use in a residential single family dwelling. “Mechanical failure” occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. We will cover a pre-existing mechanical failure provided the failure could not have been detected by visual inspection or simple mechanical test. A visual inspection of the covered item is considered to mean the viewing of an item to verify that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test means the ability to turn the unit off and on verifying the item operates without irregular sounds or smoke that may indicate a problem. In certain instances, we may require documentation from you during a claim review.

Mechanical failure is not covered if it is due to: lack of routine care and maintenance; or misuse. Mechanical failure due to rust and corrosion is not covered unless such failure occurs after the Agreement effective date of the Warranty. The covered item will be deemed to have been in “proper operating condition” on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer’s original design intention, and did not pose any hazard to life or property. Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our independent contractor’s diagnosis.

## II. DEFINITION OF ITEMS

This Agreement provides coverage only for those items specifically listed as being covered on your Agreement Coverage Summary. Please refer to your Agreement Coverage Summary. **This Agreement defines precisely what mechanical systems and appliances, and which of their parts and components, are covered; only those items specifically so described are covered, subject to the limitations and conditions herein.** The items listed in this section as “Examples of Items/Conditions Not Covered” are not meant to be all inclusive and are provided for illustration. They do not limit our right to decline coverage for items not on the lists and should not in any way be deemed an expansion of items specified as covered.

### 1. Kitchen/Laundry Appliances

**Description of Covered Items:** Mechanical parts and components affecting the proper operation of one (1) of each of the following appliances located in the primary kitchen: refrigerator or combination refrigerator/freezer; built-in dishwasher; built-in microwave oven; range/oven/cook-top; self-contained range exhaust unit located above the range; and built-in trash compactor. Kitchen appliance coverage is only for primary units. Mechanical parts and components affecting the proper operating condition of one (1) of each of the following appliances are also covered: clothes washer and clothes dryer. Covered mechanical parts and components include only the following: icemakers, and ice and water dispensers built into the primary refrigerator; automatic soap dispenser; belts; compressor; condensers; control timers (oven/range clock-timers are excluded unless failure prohibits normal cooking function); clothes dryer heating elements; clothes dryer drum rollers; defrost heaters; electronic components; evaporators; fan motors; gas valves; hinges; hoses; ignitor and pilot assemblies; internal wiring; latch assemblies (excluding self cleaning latch mechanisms); motors; power cords; pulleys; pumps; ram assembly; range/cooktop/heating elements/burners (sensi-temp elements/

burners will be replaced only with standard elements/burners); solid state control boards; switches and relays; thermostats; touch pads; tracks; transmissions; wash arm assemblies (dishwasher only); and water valves (dishwasher and clothes washer only). **In no event shall we be liable for claims in excess of \$2,500 in the aggregate per calendar year from the Agreement Effective Date, per appliance.**

**Examples of Items/Conditions Not Covered:** Automatic deodorizers; buckets; commercial units; damage to clothing; doors; door cables; door glass; door seals; drawers; drip pans; drums; exhaust fan not solely for venting range/cooktop fumes; filters and screens; food spoilage; standalone or self contained icemakers and ice/water dispensers; water supply lines, independent telescoping range exhaust; interior lining; internal shelves; knobs and handles; light bulbs and fixtures; lock and key assemblies; panels and/or cabinetry; racks; removable minitubs; rollers other than clothes dryer drum rollers; rooftop exhaust units; rotisseries and probes; secondary units; self cleaning mechanisms including door latches; sensi-temp/sensi-heat burners; shelves; springs; stand-alone freezers; structural components; timers and clocks; trays; tubs; venting; washing machine agitators; conditions of water flow restriction due to scale, minerals and other deposits.

## 2. Primary Central Air Conditioning/Cooling System

**Description of Covered Items:** Mechanical parts and components of up to two (2) centrally ducted air conditioning systems, heat pumps systems, evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressors; condensers; condenser fan motors; condenser coils; evaporator coils; fan blades; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motors (excludes dampers); primary/secondary condensate drain pans; refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping (excluding inter-connecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back units will be replaced only with standard units). We cover two (2) systems, each with maximum of five (5) ton capacity, and designed for residential application. If the primary cooling system in the home is comprised of wall units, three (3) wall units will be covered. **In no event shall we be liable for claims in excess of \$5,000 in the aggregate, per calendar year, per unit from the Agreement Effective Date.**

**Examples of Items/Conditions Not Covered:** Primary/secondary condensate, pumps, and lines; asbestos insulated ductwork or piping; concrete encased or inaccessible ductwork; dampers; filters (including electronic/electrostatic and de-ionizing filter systems); fossil fuel control systems and other energy management systems and controls; geothermal piping; heat recovery unit; humidifiers; interconnecting refrigerant lines (external of the equipment); panels and/or cabinetry; registers and grills; recapture/reclaim of refrigerant; structural components; water pumps, valves and lines (external of the condenser unit); wall units (except as noted above); window units, and water cooling towers. Gas systems, including ammonia systems, and chilled water systems, are not covered.

## 3. Primary Central Heating System

**Description of Covered Items:** Mechanical parts and components of one (1) system, either hot water and steam heating system or centrally ducted forced air/gas/electric heating system or electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill; blower fan motors; burners; controls; fan blades; heat/cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heating elements; ignitor and pilot assemblies; internal system controls, wiring, and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property. **In no event shall we be liable for claims in excess of \$5,000 in the aggregate per calendar year from the Agreement Effective Date.**

**Examples of Items/Conditions Not Covered:** Chimneys, flues, and liners; cleaning and re-lighting of burners; concrete encased or inaccessible ductwork; concrete encased steam or radiant heating coils or lines; conditions of water flow restriction due to scale, minerals and other deposits; fossil fuel control systems and other energy management systems and controls; dampers; asbestos insulated ductwork or piping; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); fireplaces and their respective components and gas lines; free-standing or portable heating units; fuel storage tanks, lines, and filters; gas log systems, including gas feed lines; humidifiers; inaccessible water/steam lines leading to or from system; individual space heaters; maintenance and cleaning; panels and/or cabinetry; pressure regulators; radiant heating systems built into walls, floors or ceilings; registers and grills; secondary units; solar heating devices and components; and structural components.

## 4. Plumbing System/Plumbing Pipes

**Description of Covered Items:** Mechanical parts and components of the following: garbage disposal; interior hose bibs; shower and tub valves; toilet tanks, bowls, and toilet mechanisms within the toilet tank; a sump pump assembly located within the home and hard piped installed. Leaks and breaks of water, gas, drain, waste and vent lines/pipes within the perimeter of the main foundation are also covered. The clearing of

## HOME PROTECT® HOME SERVICE AGREEMENT

plumbing stoppages using standard snake/auger systems, of drain, waste or vent lines up to 125 feet from point of access where accessible ground level cleanout is existing, and which can be cleared with standard cable. Request to clear the same line(s) after fourteen (14) days time has elapsed will be considered a new claim and require a new deductible. We cover up to three (3) toilets. **In no event shall we be liable for claims in excess of \$5,000 in the aggregate, per calendar year from the Agreement Effective Date.**

**Examples of Items/Conditions Not Covered:** All plumbing in or under the ground, foundation or slab; all piping and plumbing outside of the perimeter of the foundation; any piping or plumbing in a detached structure; stoppage of concrete encased lines; any fees for locating, accessing or installing cleanouts; removal of water closets/toilets in order to clear stoppages, any fees for photo/video equipment, hydro-jetting equipment; jet or steam clearing; chemicals; stoppages caused by root invasion; stoppages caused by foreign objects, such as but not limited to, toys, bottle caps, etc; bath tubs; bidets; caulking or grouting; color or purity of the water in the system; concrete encased plumbing; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, minerals and other deposits; exterior hose bibs; faucets; freeze damage; holding and pressure tanks; inaccessible plumbing; jetted bath tubs; jet pumps; laundry tubs; lawn sprinkler systems; pressure regulating devices; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; shower enclosures and base pans; shower heads; sinks; solar systems; sump pumps located outside the covered property and/or within crawl spaces; back-up power assemblies; portable or units which are not hard piped installed. toilet tank lids and toilet seats; water damage; water filters; water purification systems; water softeners; wells and well pumps; whirlpools, spas and their respective plumbing and mechanical components.

### 5. Water Heater

**Description of Covered Items:** Mechanical parts and components of one (1) water heater, including circulatory pumps and domestic hot water coils attached to boilers, but excluding solar and heat recovery units. Includes mechanical failure resulting from sediment buildup. In no event shall we be liable for claims in excess of \$2,500 in the aggregate, per calendar year from the Agreement Effective Date, per water heater.

**Examples of Items/Conditions Not Covered:** Auxiliary and secondary holding/storage tanks; base pans; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; any noise without a related mechanical failure; point of service and/or hot water dispensers; racks; straps; timers; and solar heaters, including all parts and components.

### 6. Electrical System

**Description of Covered Items:** Standard mechanical parts or components located within the perimeter of the outer load bearing walls consisting of the following: ceiling fan motors and their controls (excluding transmitters and remotes); 2 garage door openers; interior standard light switches, main breaker or fuse panel/box receptacles and general line voltage wiring. **In no event shall we be liable for claims in excess of \$5,000 in the aggregate, per calendar year from the Agreement Effective Date.**

**Examples of Items/Conditions Not Covered:** Attic, bathroom, and/or whole house exhaust fans; batteries; direct current (DC) wiring and systems; door bells and chimes; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; exhaust fans; fire, smoke or carbon monoxide alarm and/or detection systems and batteries; garage door assemblies including door panels, tracks, rollers, hinges, cables and springs; intercom or speaker systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; sending units; service entrance cables; telephone systems; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; and wall fans. Failures and conditions caused by inadequate wiring capacity, circuit overload and power failure/shortage or surge, are not covered.

### 7. Swimming Pool

**Description of Covered Items:** Mechanical parts and components as follows: Above ground accessible piping lines leading to and from the unit; filters ( housings, laterals, pressure gauges, back flush valves); gaskets; primary circulator pump and motor; and relays and impellers. **In no event shall we be liable for claims in excess of \$2,500 in the aggregate, per calendar year from the Agreement Effective Date.**

**Examples of Items/Conditions Not Covered:** Automatic feeders and chemicals; chlorinators; “creepy crawlers” and similar cleaning units; electrical lines; filter elements or media (i.e., cartridges, grids and sand); heaters; jets; lighting; pop up heads and turbo valves; secondary/auxiliary cleaning equipment and accessories including built-in or detachable cleaning equipment; skimmers; solar heaters and related components; conditions of water flow restriction due to sediment (scale, minerals and other deposits); structure, liner or shell of the pool; timer and remote control systems and their components; and inaccessible underground and/or concrete encased plumbing.

## III. SERVICE

1. **When repair or replacement services covered by this Agreement are required, you must submit a claim through the website [www.HomeProtectWarranty.com](http://www.HomeProtectWarranty.com) or by telephone at 1-866-439-7710. Telephone service is available twenty-four (24) hours a day, seven (7) days a week.** You must notify us immediately upon discovery of any mechanical failure, and prior to the expiration of the term of the Agreement during which the failure occurred. **If you fail to notify us of any mechanical failure prior to the expiration of the term of the Agreement during which the failure occurred, we will not be responsible for the cost of any repairs and/or replacements resulting from the mechanical failure.**
2. We will provide you with a referral to an independent contractor. We will use reasonable efforts to provide a referral to an independent service contractor within two (2) hours after the service request is received during normal business hours and within twenty-four (24) hours for requests received after normal business hours and on weekends or holidays. In the event we determine, at our sole discretion, that there is an emergency situation requiring expedited service, we will make reasonable efforts to expedite service. We will determine, at our sole discretion, which repairs constitute an emergency and will give consideration to covered mechanical failures that affect the habitability of the dwelling.
3. We have sole authority to select independent contractors. All repair and/or replacement work covered by this Agreement must be performed by an independent contractor and approved by us in advance. **We are not responsible for expenses you incur without our express consent.** We will not reimburse you for any costs associated with unauthorized repairs or work performed by unauthorized contractors.
4. **This Agreement includes a deductible charge, listed on your Agreement Coverage Summary, that you must pay per trade on each service call made towards the covered portion of any claim.** When a covered claim requires more than one trade to complete the covered repair/replacement only one deductible charge will be required. Trades include appliance, air conditioning, heating, electrical, plumbing, and any other trade specifically required to service items listed on your Agreement Coverage Summary. You will be responsible for and shall pay the independent contractor directly for the service call and for actual work performed and/or items installed, up to the amount of the deductible at the time of visit(s), in a manner acceptable to the independent contractor. You are responsible and must pay the independent contractor for any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Agreement. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item.
5. You agree to provide access to the covered property during normal business hours for the independent contractor to diagnose, obtain approval for, and/or complete repairs for covered mechanical failures. You agree to pay us and/or our independent contractor any service charge and additional charges assessed by our independent contractor resulting from your failure to provide access and/or for missed appointments.
6. Should any building or zoning permits be necessary, you are responsible for paying for and/or obtaining these permits and the cost associated with these permits.
7. At our discretion, we may elect to replace a covered item rather than repair it. **The decision to replace rather than repair items is solely our option.** Should we choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the covered item, when available with domestically assembled units. With respect to kitchen/laundry appliances, we will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available. We are not liable to provide exact match in color, dye, lot, material, type or brand. When replacing systems or appliances, we will be responsible for the installation of the replacement item but not for the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade or modify items for any reason. Should we determine to replace an item and you instead choose to effect a repair, that item is excluded from further coverage under this Agreement and subsequent renewals.
8. At our discretion, we may give you the option to elect to receive a repair/replacement credit or cash payment (net of deductible) in lieu of providing a repair. In such cases, the amount of such credit shall be equal to the lesser of the approved cost of repair or the estimated cost of replacement. If you elect a credit to our independent contractor, we will pay that amount directly to the independent contractor after the work has been completed. If you elect the cash payment, you must supply documentation supporting that the item in question has been purchased, replaced or repaired prior to receiving the cash payment. Any replacement item must be installed in the covered property as listed on the Agreement Summary Page. **The amount of the approved cost of repair or replacement will be established by us at our sole discretion.** We reserve the right to inspect repaired and/or replacement items.
9. We reserve the right to obtain, at our expense, a second opinion by an independent contractor prior to determining eligibility for coverage.

## IV. GENERAL EXCLUSIONS AND LIMITATIONS

1. This Agreement provides coverage for the mechanical failure of only those systems, appliances and components thereof listed as covered on your Agreement Coverage Summary and only to the extent described herein. This Agreement does not cover any items not specifically named as covered on your Agreement Coverage Summary.
2. This Agreement shall not cover any item(s) if they are: mismatched (systems with incompatible components with different capacity ratings); modified from the original manufacturer design or application; previously, or 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 and/or formulas, manufacturing process or any other manufacturing defect; improperly installed; or below the slab or basement floor of the home; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure with the exception of central air conditioning units and main electrical panels mounted on outside walls).
3. This Agreement covers only repairs and/or replacements due to mechanical failure attributable to ordinary wear and tear. Accordingly, the Agreement does not cover failures which may result from other causes, such as without limitation: abuse or misuse; improper installation; improper or insufficient maintenance; neglect or misuse; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property. This Agreement does not cover mechanical failures resulting directly or indirectly from or caused by mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, and/or wet or dry rot regardless of the source, origin, or location and any other cause or event contributing concurrently or in any sequence to the mechanical failure.
4. This Agreement does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations.
5. This Agreement does not cover any costs associated with upgrades, components, parts, or equipment required due to the incompatibility of any existing equipment with the replacement system or appliance or component, or part thereof or with new type of fuel, 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. This Agreement does not cover any costs associated with construction, carpentry, or other modifications made necessary by the existing equipment or installing different equipment. This Agreement does not cover any costs associated with any upgrades or modifications to comply with federal, state, and local law, code, regulation, or ordinance. All such costs are your responsibility.
6. SEER (Seasonal Energy Efficiency Ratio) operational compatibility: If we elect to replace an air conditioning condenser or heat pump unit, and it becomes necessary to make a mechanical modification to the evaporator coil in order to provide operational compatibility, we agree to pay the covered costs for one (1) of the following (determination is at our sole discretion) only: expansion metering device, or coil, or air handler. This Agreement does not cover any costs associated with modifications or upgrades required to match efficiency value, rating or ratio.
7. This Agreement does not cover: fees associated with the removal and disposal of old systems, appliances and components; any fees or costs, including but not limited to, disposal fees arising from hazardous or toxic material, asbestos, refrigerant or refrigerant reclamation.
8. This Agreement does not cover (a) fees associated with use of cranes or other lifting equipment required to service any item or system; or (b) excavation or other charges associated with gaining access to the well pump; or (c) electronic computerized energy management systems or devices, or lighting and/or appliance management systems.
9. This Agreement does not cover ductwork with the sole exception of ductwork that is exposed and readily accessible to service a mechanical failure of a covered air conditioning or heating system or item. This Agreement does not cover: asbestos insulated ductwork; concrete encased or inaccessible ductwork; crushed/collapsed ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork. Inaccessible ductwork refers to ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, etc., and ductwork embedded in floors, walls or ceilings.

## HOME PROTECT® HOME SERVICE AGREEMENT

10. This Agreement does not cover any costs incurred to gain access to a covered item, system, appliance or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, snow/ice covered areas, flooded areas, or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible for restoring such openings, items, or property. This Agreement does not cover any costs associated with equipment to gain access or permit serviceability such as but not limited to scaffolding.
11. This Agreement does not cover delays or failures to provide service caused by, or related to: any of the exclusions listed herein; shortages of labor and/or materials; or any other cause beyond our reasonable control. This Agreement does not cover additional charges to access or transport materials, supplies, or independent contractors to the covered property due to lack of or inhibited serviceability, such as but not limited to, tolls, required use of ferries or barges and/or remote locations.
12. This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and/or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
13. This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including but not limited to, manufacturer's, contractor's, builder's, distributor's, or in-home warranty's. Our coverage is secondary to such insurance, warranties, or guarantees.
14. This Agreement does not cover any mechanical failure when the covered item or system has been repaired, modified, disabled or adjusted in any way which prevents us or our independent contractor(s) from inspecting, diagnosing and/or repairing the mechanical failure. If you authorize or perform any improper alterations, installations or repairs or improperly modify any system, appliance or component covered by this Agreement, or damage it in the course of remodeling or repair, we will no longer be obligated to cover such item(s).
15. This Agreement does not cover performance of routine maintenance. You are responsible for performing all routine maintenance and cleaning for all covered items and systems as specified and recommended by the manufacturer. You are also responsible for providing all routine maintenance for all areas in a covered property around covered items and/or systems to ensure that these items and/or systems are able to function properly as specified by the manufacturer. Any mechanical failures resulting from your failure to provide routine maintenance as specified in this paragraph, or as otherwise required in this Agreement, shall not be covered in accordance with Section IV, Paragraph 3 of this Agreement.
16. We are not liable for any damages that result from an independent contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service, including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor difficulties, and/or the negligent, tortious and/or unlawful acts or omissions of any independent contractor.
17. **Under any and all circumstances, our maximum liability, in the aggregate, for any and all claims submitted per calendar year from the Agreement Effective Date of this Agreement shall be \$15,000.** This aggregate maximum liability per calendar year from the Agreement Effective Date includes any and all covered claims made in accordance with the terms of this Agreement, as well as any and all claims, causes of action and/or rights of action, whether filed in arbitration or any court of law, for breach of contract, negligence, torts, strict liability, claims arising under any state or federal statute (to the extent such limitations are permitted by law), indemnification, contribution, and/or subrogation.

### V. PROPERTIES ELIGIBLE FOR COVERAGE

1. This Agreement covers a single family owner occupied residence, including a condominium, townhouse or villa used solely for residential purposes. Multi-family residential income property of more than two-units is not eligible for coverage. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school will not be covered. Notwithstanding the exclusion of "group homes", this Agreement provides coverage under a special exception for special purpose group homes devoted to housing persons with mental and physical disabilities, as those terms are defined by the Americans with Disabilities Act at Title 42 of the United States Code Section 12102(2)(A). Homes listed in any historical register are not covered, which will include any homes registered on the National Register of Historic Places. Whether or not this Agreement covers a condominium

## HOME PROTECT® HOME SERVICE AGREEMENT

unit, mobile home, manufactured home, or multi-family property (duplex), any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items shared by non-warranted units shall be covered by this Agreement.

2. Mobile homes constructed within ten (10) years of the effective date of the Agreement are eligible for coverage, provided they are permanently secured to the ground and that the land they are located on is owned by you. Mobile/manufactured homes that are located in a division operated similar to a condominium, where maintenance is provided, are also eligible for coverage.

### VI. OTHER CONDITIONS

1. **Term.** Coverage under this Agreement commences on the Agreement Effective Date specified on the Agreement Coverage Summary. This Agreement expires two (2) calendar years from Agreement Effective Date. Calendar year is defined as 365 consecutive days (366 days in a leap year) from the Agreement Effective Date.
2. **Cancellation.** This Agreement is non-cancelable by us or you, except as governed by state law. However, we may terminate this Agreement immediately for fraud or material misrepresentation.
3. **Assignment.** In the event of assignment or transfer of title of the covered property, this Agreement shall terminate without refund, except as governed by state law.
4. **Waiver.** Should we waive any of our contractual rights; such waiver will not constitute a future waiver of said rights.
5. **Disclosure.** The price of the Agreement includes the full amount of all fees due and payable as well as the costs of processing and administration for the Issuing Company and its agents where allowable by law. Any applicable state or local sales taxes are in addition to the price of the Agreement.
6. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect.
7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreement and understandings of the parties hereto, oral or written, with respect to the subject matter hereof. Except as provided herein, all other warranties, expressed or implied, are hereby disclaimed.
8. **Issuing Company.** This Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Florida, Illinois, Iowa, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; in Arizona and Massachusetts by HomeSure of Arizona, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent trades people/contractors.
9. **Annualized Premium.** \$ \_\_\_\_\_
10. **Corporate/Administrative Office.** Our administrative office can be reached at P.O. Box 550247, Ft. Lauderdale, FL 33355. The Issuing Company's telephone number is 954-835-1900.

CCHS-HPMPP03

## **Our Commitment to You.**

Our pledge to our customers extends beyond the promise to give excellent customer service. It includes the duty to protect the trust our many customers place in us because we hold their personal and private information. This data is needed to help us reach the high standard of service they expect, and has always included the guarding of their privacy.

## **What Information Do We Collect?**

We will limit the information we collect about our customers to what is needed to run our business, give first-class service and offer products that we think would be helpful to our clients and customers. The data that we collect about you may include, for example, facts about your property such as the condition or types of appliances in your home. If you contact our office by telephone or the Internet, we collect information about date and time of your contact, the nature of your question, or other related facts.

## **What Information Do We Share?**

We may share the facts provided in the section above with related and/or non-related companies in order to serve you. Companies involved in marketing tasks on our behalf must agree to safeguard the data about our customers according to our rules, and allow us to look at their records to make sure they are following the rules. Companies involved in providing the service to you or your home, such as outside third party tradespeople, may be given information about you or your home. However, we will try to limit such data to only what is needed to perform the service or repairs. We may share information about both our current and previous customers that could include, for example, facts about your property such as the condition or types of appliances in your home, with third parties such as financial firms, appliance companies or others who may have products or services that we think may be of interest to you.

## **How Do We Protect Your Information?**

We limit access of your data to persons who need to know in order to conduct business. Our employees are trained on security and the need to maintain the privacy of the information. Our system security is monitored at all times and updated to safeguard data.

## **Your Rights.**

We will take all reasonable steps to make sure our customer information is correct and complete. You may update or change information related to your records, or ask that we remove you from our marketing list by calling us at 1.877.248.6683 or by sending an e-mail to: [compliance@homesure.com](mailto:compliance@homesure.com).

We are resolved to guarding your privacy and will continue to review our methods to uphold your trust.

The Home Warranty Agreement is issued by HomeSure Services, Inc., except in the following states where it is issued by the identified entity: in Alabama, Florida, Illinois, Iowa, Nevada, New Hampshire, New Mexico, New York, North Carolina, Oklahoma, South Carolina, Texas, Utah, Vermont, Washington, Wisconsin and Wyoming by HomeSure of America, Inc.; in California by HomeSure Protection of California, Inc.; in Arizona and Massachusetts by HomeSure of Arizona, Inc.; and in Virginia and Oregon by HomeSure of Virginia, Inc. Services are provided by independent tradespeople/contractors. Please see contract for actual terms and conditions; benefits may vary by state.

# Frequently Asked Questions

## **Q** Do I need Home Protect Plus if I already have a homeowners policy?

**a** **YES.** Most homeowners policies do not cover repair or replacement of systems and appliances caused by mechanical failure. That's why there's Home Protect Plus!

## **Q** Does Home Protect Plus cover older systems and appliances?

**a** **YES.** Home Protect Plus will repair your home's major systems and appliances no matter the age, make or model, provided they are in proper working order at the time of your Agreement effective date. For those cases, Home Protect Plus will provide up to a 15% discount if you choose to use a Home Protect Plus service professional, where available, as well as deep discounts towards the purchase of a brand new appliance.

## **Q** What if I have new systems and appliances... do I still need Home Protect Plus?

**a** **YES.** Remember, it doesn't matter how old or how new a system or appliance is – something could go wrong at any moment.\* From your air conditioning and electrical systems to your refrigerator, stove and even your clothes washer, you're protected with Home Protect Plus.

## **Q** Can I renew my Home Protect Plus Home Warranty?

**a** **ABSOLUTELY.** Just check your Coverage Summary or call Home Protect Plus for the expiration date of your current warranty. You can renew your warranty any time within 6 months before your expiration date.









## **Q** Are Home Protect Plus's service professionals reputable?

**a** **WITHOUT A DOUBT.** Home Protect Plus pre-qualifies the service professionals in the «City» area so that you're assured a reputable and trustworthy service company.

\* See terms, conditions and limitations in your service agreement. Non-covered charges may be applicable.

# Welcome to the Risk-Free World of Home Protect

There's never a good time to be hit with huge bills. But the fact is that repair and replacement rates go up as appliances and systems age. Having the Home Protect Home Warranty allows you the freedom from worry knowing you have avoided paying hundreds to thousands of dollars for expensive repairs or replacements of your systems and appliances.

System / Appliance	Average Retail Replacement Cost	Home Protect Deductible	YOUR POTENTIAL SAVINGS*
 Central Air	\$1,525 - \$6,500	\$100.00	\$1,425 - \$6,400
 Heating	\$1,500 - \$4,500	\$100.00	\$1,400 - \$4,400
 Electrical	\$650 - \$2,000	\$100.00	\$550 - \$1,900
 Plumbing	\$200 - \$2,000	\$100.00	\$100 - \$1,900
 Refrigerator	\$550 - \$1,500	\$100.00	\$450 - \$1,400
 Washer/Dryer	\$300 - \$750	\$100.00	\$200 - \$650
 Dishwasher	\$300 - \$900	\$100.00	\$200 - \$800
 Oven/Stove	\$300 - \$2,500	\$100.00	\$200 - \$2,400
<b>TOTAL POTENTIAL SAVINGS*</b>			<b>\$4,525 - \$19,850</b>

\*Chart based on a nationwide survey of Home Protect's independent network of service professionals who estimate the range of retail costs for the repairs and replacements listed. Prices may vary in your geographic area.



www.HomeProtectWarranty.com

INDICIA  
HERE

«First Name» «Last Name»

«Street Address Line 1»

«Street Address Line 2»

«City», «State» «Zip»



**IMPORTANT: Your Home Warranty  
Information is Enclosed.**