RESIDENTIAL WARRANTY SERVICES, INC.

HOME WARRANTY

simple.

as it should be.

WWW.RWSWARRANTY.COM

YOUR SIMPLE POLICY ENCLOSED

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Certain items and events are not covered by this contract.
Please refer to the exclusions listed on pages 9-12 of this document.

PLACE HOMEOWNER INFO STICKER HERE

"The Simple Warranty from RWS allows us to cover nearly every mechanical component in the home with fewer exclusions than other policies. Between the high level of coverage and best service in the industry, we hope to make you a client for life."

Nathan Thornberry
Owner, Residential Warranty Services

Welcome.

Your service contract covers mechanical malfunctions for the items described, and lasts for one year from the date of purchase. Renewal of the contract is recommended and will be offered prior to the expiration of the contract.

The Simple Warranty by Residential Warranty Services represents the broadest coverage available in the market today with coverage for every potential failure covered by competing products and then some. In fact, if you are ever denied coverage for a claim that can be verified eligible by any other contract we will either cover it or give you 100% of your premiums back. It's that simple.

The Simple Warranty goes beyond the coverage offered by other providers. Most policies simply exclude drain line stoppage, garage door springs, washers, dryers, well pumps, sewage pumps, and water softeners. We include all these components, as well as HVAC, electrical, plumbing, and kitchen appliances. We even cover alarm systems. Our goal is your complete and total satisfaction and to create a customer for life. We're your partner in home ownership, and we take our responsibility of protecting your home (and your pocketbook) seriously.

That's why we include, free of charge, our Termite Protection Plan, and our SewerGard warranty with every single Simple contract we deliver.

We can be reached at **1-800-544-8156.** Make sure to tell the operator you are a Simple Warranty contract holder for priority service.

The Simple Warranty is a contract offered by Residential Warranty Services, Inc.

Terms and Definitions

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

Terms

Aggregate Limit of Liability
Any cap on coverage for a system or systems as specified by the contract. The cap would consist of any and all claims made in a single contract year, and any and all limitations specified reset upon the renewal of the contract.

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

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

Contract Holder
The person or persons to whom the benefit of the warranty from RWS is owed.

RWS
Acronym used to describe Residential Warranty Services, Inc., your home warranty provider.

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

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

Claim Types Defined

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

Non-Emergency Claim
Any claim type not specifically listed in the classification of “emergency” or “urgent” claims defined.

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

Contract Terms

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

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

Contract Details

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

Listing Coverage

(Seller's Coverage)

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

1. Listing coverage does not cover pre-existing conditions or defects discovered by a property inspector.

2. The aggregate limit of liability is **$500.00**.

Failure to pay for the contract at closing will result in reasonable attorneys' fees to be added to the total due that is incurred by RWS in collecting the warranty premiums from the seller. In other words, in consideration of coverage provided during the listing period, the seller agrees to purchase a contract from RWS for the subject contract for the buyers at closing. **If you don't plan on providing the warranty to the buyers at the time of closing, you have the option to offer the warranty without instituting the listing coverage.**

Unilateral Contract

This service contract is a contract of adhesion, unilaterally presented by RWS to the contract holder. Payment or acceptance of coverage indicates acceptance of the terms and conditions. This contract may only be modified in writing, if signed by both the contract holder and the director of the warranty department.

Additional Coverage Limits Offered

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

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

Aggregate Limit of Liability

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

HVAC **$10,000.00**
Furnaces, air conditioners, heat pumps, ductwork, and all other HVAC components.

Electrical **$5,000.00**
Main panels, sub panels, branch wiring, exhaust fans, and all other electrical system components.

Plumbing **$5,000.00**
Supply lines, drain lines, and all other plumbing system components except for of well pump, sewage pumps and water heaters.

Appliances **$5,000.00**
Refrigerators, dishwashers, ovens, stoves, built-in microwaves, garbage disposals, range hoods, trash compactors, washers, and dryers.

Well Pump **$500.00**
Well pumps, pressure tanks, all plumbing and electrical components running to and from well pumps and pressure tanks.

Sewage Pump **$500.00**
Sewage pumps, pit alarms, covers, all plumbing and electrical components relating to the sewage pump(s).

Roof Leak Repair **$500.00**
Roof leak repair work, composition shingles, flashing.

Water Heater(s) **$1,000.00**
Water heater repair work & replacement *(covers the replacement cost of most water heaters).*

Water Softener **$500.00**
Standard residential water softening unit, components and plumbing to and from the unit.

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

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

***See systems coverage summary for complete terms and conditions.**

Service Calls

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

Service Call Fee

The Service Call Fee for the Simple Warranty by RWS is $150.00 per mechanical failure, unless otherwise specified. The Service Call Fee is the payment the Contract Holder must make to the servicing contractor on each and every claim in accordance with this contract. RWS is responsible for the cost of approved repairs beyond the Service Call Fee, subject to the limitations of liability.

A Service Call Fee applies to each mechanical breakdown, for each distinct malfunction. At times, multiple malfunctions may be discovered in the same component. A Service Call Fee would apply for each repair or the actual cost to repair, whichever is less.

Non-Claims

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

Making a Claim

Prior to making a claim, the contract holder must sign a policy notice and upon request a copy of their home inspection report. All claim types can be made by calling **1-800-544-8156**, remember if you call after normal business hours a contractor may not be able to be dispatched until the next day. A claims specialist will field your call and ask you to provide contact numbers, an email address, and a description of the problem. If the claim is not covered under the warranty contract, we will inform you so that you do not have to pay a service call fee for a non-claim. If the claim appears to fall under the warranty coverage provided, then the claims specialist will forward your claim to a contractor, who will then call you to schedule an appointment time. RWS will make every reasonable effort to get a service contractor dispatched within 24 business hours of contacting RWS. Urgent claims will be processed ahead of non-emergency claims.

Emergency claims will be handled 24-hours a day for Contract Holders. Just call 1-800-544-8156 and follow the simple instructions provided.

Overtime fees

Nearly every home warranty contract charges overtime fees. Not RWS— when you truly need service after hours for your emergency claim, you pay the exact same amount as you would any other time.

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

Mandatory Additional Coverages

While most policies require the purchase of coverage for multiple furnaces, water heaters, and other components- the Simple Warranty by RWS covers these additional components automatically. No fees apply.

This contract covers an unlimited number of:

- HVAC Systems
- Water Heaters
- Sump Pumps
- Sewage Pumps
- Well Pumps
- Appliances Located in the Kitchen
- Garage Door Openers
- Garage Door Springs

It's included in the contract. The only reason we wouldn't cover these components under the terms of this contract would be because the square footage of the covered property reported to us is inaccurate. Please confirm your square footage with us by calling 1-800-544-8156. It's not required by any means, and we do our best to ensure we receive accurate information for billing purposes at the time the warranty order is placed.

Basis for Coverage

Unless otherwise agreed to in writing, all claims must be made between the date of contract commencement at noon and the date of expiration at midnight. This contract covers mechanical breakdowns to covered items as specified herein. The Contract Holder is entitled to service beyond the date of the warranty's expiration so long as the claim has been filed within the warranty period.

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

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

There are no optional coverages with the Simple Warranty by RWS except the pool/spa and septic tank contract optional add-ons. In other words, your contract includes all components as listed in this contract without paying any additional fees.

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

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

Do Not Call a Contractor Before You Call RWS.

RWS will not be liable for any costs associated with a contractor selected by the Contract Holder without prior authorization. Contract Holder's contractors contacted prior to making a claim with RWS and without prior authorization will not be considered for servicing any claim, nor will any bill be reimbursed. RWS does not cover component damaged by outside contractors. This includes, but is not limited to, scheduled maintenance for HVAC systems. Before you have work done, call RWS to find out if it is covered.

Contractor Availability

RWS will make every reasonable effort to get a contractor dispatched within 8 hours of making an emergency claim, within 24 hours in the case of an urgent claim, and within 48 hours for all other claims. During certain exceptional high-volume claim periods, these times may be exceeded. RWS is not responsible for damage caused by delays in service.

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

More on Getting Service After-Hours

Any claim, regardless of classification, may be handled after normal business hours based on the availability of RWS authorized contractors. For any claims not classified as emergency claims (see page 3 for more details), RWS shall only be liable for the standard costs of repairing the failed part, beyond any applicable Service Call Fee(s). Hence, the Contract Holder would be responsible for any overtime charges imposed by the contractor.

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

Return Service Calls

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

Right of the Contract Holder

The contractor selected by RWS does not have to be the contractor to perform the repair. After diagnosis and before any repair actions have commenced, the Contract Holder may request cash in lieu of repair for that claim. RWS is not responsible for the work of contractors outside of our network under our "single service call fee per mechanical failure" contract (see next section).

Single Service Call Fee per Claim

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

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

Second Opinions

RWS reserves the right to a second opinion after the diagnosis of a covered issue by an approved RWS contractor, at the cost of RWS and at no further cost to the Contract Holder. If in the event of an emergency claim, as defined by this contract, the Contract Holder incurs hotel fees as a result of RWS exercising the option to receive a second opinion which takes more than 24 hours to complete, RWS shall reimburse the Contract Holder up to $100 per night a covered claim's decision has not been made.

In the case of a Contract Holder opting to utilize their own contractor, RWS reserves the right to a second opinion after diagnosis and estimates, at the cost of RWS less the service call fee that applies to that claim.

Getting Service

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

Call Your Own Contractor Option

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

Step 1

Call RWS at **1-800-544-8156** to report your covered issue along with the make, model, and serial number of the covered item and let the operator know that you would like to contact a contractor of your own choosing.

Step 2

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

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

Step 3

Call RWS with the diagnosis and estimate prior to proceeding with the repair(s). Upon RWS' approval of the diagnosis, repair, and costs, the contractor will receive billing instructions from the RWS representative*

Important!

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

Why would RWS approve a claim but request a second estimate?
RWS handles literally tens of thousands of home warranty claims, and while pricing on some service calls are fairly consistent in some areas, other service calls have large disparities in pricing. RWS has the option to request additional estimates and to even consult with their own network contractor where pricing exceeds RWS' standard pricing levels.

When a claim is approved and accepted by RWS to utilize your own contractor, RWS will automatically deduct the Service Call Fee from the amount of that approved claim. You will pay the contractor directly that amount. Many contractors offer free diagnosis/estimates, and RWS would suggest when you utilize your own contractor that you request this level of service from the contractor because you will be responsible for paying the diagnosis fee. If the contractor charges a fee for a diagnosis, it will not be credited toward the Service Call Fee in any of the following situations:

a.) The contractor's estimate was not approved due to exceeding RWS' standard pricing levels;
b.) The contractor's diagnosis is in error or fraudulent;
c.) If another contractor completes the work required.

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

*Please see the Limits of Liability beginning on page 13, for complete terms and conditions.

Systems Coverage Summary

CENTRAL HEATING SYSTEM

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

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

Also Covered:
Heat lamps
Routine maintenance and cleaning
(call our office to schedule)
Coolant evacuation & recovery
Permit fees
Filters & filter media
Condensate line clearing/stoppages
Cleaning and re-lighting of pilots
No limitation on number of systems

CENTRAL AIR CONDITIONING SYSTEM

Covered: Electric central air conditioning unit or heat pump, including compressors, coils, motors, belts, pulleys, and related components attached to air conditioning units, leaking refrigerant lines, thermostats, cleaning of condensate drain lines, float assembly, window units, condenser casings, filters. (See Central Heating System for terms on other unit types and zone systems)

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

Also Covered:
Routine maintenance and cleaning *(call our office to schedule.)*
Coolant evacuation & recovery
Permit fees
Filters & filter mediaCondensate line clearing/stoppages
No limitation on number of systems
Condensate pumps
Condensate lines
Interconnecting Freon lines
Rooftop Units

PLUMBING

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

Example of Items / Conditions that are Not Covered: Any condition resulting from tree roots, plumbing components outside of the foundation or in unheated areas, bathtubs and shower enclosures, sinks, toilet tanks, conditions involving structural issues or settlement, holding tanks, steam rooms and saunas, lawn sprinkler systems, fire suppression systems, any loss arising from mineral or chemical deposits, insufficient capacity or water residue, damage caused by plumbing issues, pools, spas, and their respective equipment. This contract does not cover water quality, softness, or purity issues.

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

ELECTRICAL SYSTEMS

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

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

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

WATER HEATERS

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

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

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

SUMP PUMPS

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

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

Also covered
Portable and non-hard piped unit that is permanently installed
Backup units *(except battery powered units)*

GARAGE DOOR OPENERS

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

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

Also covered
Hinges
Springs *(see Garage Door Spring section)*

Do not call a contractor prior to approval. Call 1-800-544-8156 - 24 hours for claims service

GARAGE DOOR SPRING

Covered: Garage door springs, when broken.

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

Appliances

REFRIGERATOR

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

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

> **Also covered**
> Disposal of old equipment
> Light bulbs and fixtures
> Drip pans
> Springs

RANGE / OVEN

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

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

DISHWASHER

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

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

MICROWAVE

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

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

GARBAGE DISPOSAL

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

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

EXHAUST FAN

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

TRASH COMPACTOR

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

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

WASHER & DRYER

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

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

WELL PUMP

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

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

SEWAGE PUMP

Sometimes referred to as a "lift station"

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

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

WATER SOFTENER

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

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

ROOF LEAK REPAIR

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

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

DRAIN LINE STOPPAGE

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

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

TERMITE PROTECTION PLAN

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

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

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

OPTIONAL ADD-ON COVERAGE
POOL/SPA MECHANICAL

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

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

OPTIONAL ADD-ON COVERAGE
SEPTIC TANK PUMPING

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

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

OTHER COVERAGE

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

Cancellation

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

Limits of Liability

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

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

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

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

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

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

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

8. RWS shall be responsible only for the costs of the failed part and the cost of installation in the case of an obsolete or unavailable part. The cash payment will reflect RWS' negotiated cost for service and may be less than retail.

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

10. RWS will make commercially reasonable efforts to fulfill its obligations under this contract. Certain causes and events out of RWS's control may result in RWS' inability to perform, in whole or in party. If this occurs, RWS' obligations shall be suspended to the extent necessary by such event and, in no way, shall RWS be liable to the contract holder or any party for its failure to fulfill its obligations or for damages caused. Events include, but are not limited to, acts of god, fire, war, flood, earthquake, hurricanes, tornadoes, other natural disasters, acts of terrorism, acts of any governmental agency, accidents, strikes, labor troubles, shortages in supply, changes in law, rules, or regulations of any governmental authority, and any other cause beyond RWS' reasonable control.

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

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

13. Commercial equipment is not covered. Commercial-like equipment and non-domestic equipment is limited to $500 aggregate coverage for the contract term. Any premium, ultra-premium, double-wall ovens, and combination ovens (i.e. oven/microwave) have an aggregate coverage limit of $600.

14. RWS has the sole right of determining whether a component shall be repaired or replaced. Replacement components shall have similar capacity and features,

however RWS is not responsible for matching brand, color, dimensions, or for modifying cabinets or structures of any kind.

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

16. Refrigerant is covered at a rate of up to $40 per pound.

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

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

19. Washer/Dryer coverage is limited to $400 for each unit.

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

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

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

23. This contract is a service contract and not a reimbursement contract. You must call for service at **1-800-544-8156**.

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

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

26. Reimbursement rates for Contractors NOT in RWS's network: up to $75 per hour for labor charges (up to $100 per hour for emergency labor charges), up to 10% over distributor cost for material costs, shipping costs up to $50, where applicable, and up to $30 for trip charges.

27. Maintenance costs, including routine or standard maintenance, are covered at a rate of up to $200 annually – these include, but are not limited to: cleaning and air filter replacements.

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

Additional Terms and Conditions

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

The administrator name and name of the provider and servicer of this policy is: Residential Warranty Services, Inc. located at 698, Pro Med Lane, Carmel, IN 46032 ("RWS"). Toll-Free **1-800-544-8156**.

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

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

1. Please find on the cover sheet of this service contract the name(s) of the service contract seller and the service contract holder, as well as the price of this service contract. The total purchase price of this service contract can be found on your invoice. All pricing for RWS policies are clearly enumerated on our order forms. For a copy of your invoice, or copies of any of our printed materials, please call our offices at **1-800-544-8156**. Any contract not paid in full is invalid.

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

3. All of our service contracts are service call fee based. The SIMPLE contract carries a $150.00 service call fee for all claims unless otherwise stated.

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

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

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

7. For contract holder initiated refunds, if applicable: if not specifically mentioned below, RWS will process refunds as follows: the total policy price, prorated based on a twelve-month term, with the unearned amount being refunded less both an administrative fee equivalent to 10% of the total contract price and claims costs incurred on the policy.

8. Cancellation or expiration of this contract does not void your obligations to pay. Contract Holder agrees to pay, in addition to the principal and interest owed or amount paid out by RWS, whichever is greater, all collection costs, including reasonable attorneys' fees, incurred by RWS in its actual or attempts to collect any amount due hereunder.

State Specific Terms and Conditions

1. Obligations of the provider under this service contract are backed by the full faith credit of the provider in applicable states. If the provider fails to pay or provide service on a claim within sixty days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the service provider. The providers of warranty coverage under this service contract (and the direct obligor for any and all claims made) is as follows: **IN, VA, KY, MO, AL, OK, FL, NV, UT, NC, VT, IA, NH, AR, MA, NJ, WY, GA, NY, WI, WA, LA, and HI RESIDENTS:** Residential Warranty Services, INC. 698 Pro-Med

Lane Carmel, IN 46082.

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

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

4. For contract holder initiated refunds, if applicable: if not specifically mentioned below, RWS will process refunds as follows: the total policy price, prorated based on a twelve-month term, with the unearned amount being refunded less both an administrative fee equivalent to 10% of the total contract price and claims costs incurred on the policy.

5. **MN, LA, SC, KY, MO, AL, MD, NV, NY, IL, NC, WI, AR, MA, NJ, WA, WY, NM, VT, HI RESIDENTS.** If no claim has been filed the original contract holder may return this service contract within thirty days of the date of mailing unless coverage was provided at the time of sale in which case the original contract holder may return this service contract within ten days, for a full refund subject to the following restrictions: **AL, LA, SC, MD, MO, NV, WI, WY RESIDENTS**. a 10% penalty per month will be added if the refund is not paid or credited within forty-five days after the return of the service contract to the provider; **IL RESIDENTS.** a cancellation fee that does not exceed the lesser of 10% of the contract price or $50 will be applied; and **NY RESIDENTS.** a cancellation equaling the actual costs and charges needed to issue and service the warranty will be applied; **MD, SC, AL, WY, LA RESIDENTS.** The right to void service contract is not transferable and only applies to the original contract holder.

SC RESIDENTS: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000. Columbia, South Carolina 29201 or (800)768-3467. This agreement is not an insurance contract. If no claim has been filed the original contract holder may return this service contract within twenty days of the date of mailing unless coverage was provided at the time of sale in which case the original contract holder may return this service contract within ten days, for a full refund, or credit to the contract holder's account, subject to the following restrictions: a 10% penalty per month will be added if the refund is not paid or credited within forty-five days after the return of the service contract to the provider. The right to void the service contract is not transferable. Furthermore, any cancellation by the provider, for reasons other than those enumerated within the service contract, or a substantial breach of duties by the contract holder relating to the covered product or its use, shall require written notice stating the effective date of cancellation and the reason for the cancellation, at least fifteen days prior to cancellation date, mailed to the last known address of the contract holder. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

AL RESIDENTS: The right to void the service contract is not transferable and only applies to the original service contract purchaser (Sec. 8-32-3(g) Code of Alabama, 1975). In the event the original service contract holder makes a written demand for cancellation of a service contract pursuant to the terms of the service contract, the provider shall refund to the service contract holder the unearned portion of the full purchase price of the service contract including the unearned portion of any premiums paid for any applicable reimbursement insurance contract after subtracting a twenty-five dollar administrative fee for the issuance of the service contract if such fee is provided for in the service contract. Any refund due a service contract holder may be credited to any outstanding balance of the account of the service contract holder and the excess, if any, shall be refunded to the service contract holder. Furthermore, any cancellation by the provider, for reasons other than those enumerated within the service contract brochure shall require written notice stating the effective date

of cancellation and the reason for the cancellation, at least five days prior to the cancellation date, sent to the last known address of the service contract holder.

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

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

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

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

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

IA RESIDENTS: The issuer of this contract is subject to regulation by the insurance division of the department of commerce of the State of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

LA RESIDENTS: If no claim has been filed the original contract holder may return this service contract within 20 twenty days of the date of mailing unless coverage was provided at the time of sale in which case the original contract holder may return this service contract within ten days, for a full refund, or credit to the contract holder's account, subject to the following restrictions: a 10% penalty per month will be added if the refund is not paid or credited within forty-five days after the return of the service contract to the provider. The right to void the service contract is not transferable. Furthermore, any cancellation by the provider, for reasons other than those enumerated within the service contract, or a substantial breach of duties by the service contract holder relating to the covered product or its use, shall require written notice stating the effective date of cancellation and the reason for the cancellation, at least fifteen days prior to cancellation date, mailed to the last known address of the service contract holder.

MI RESIDENTS: If performance of the service contract is interrupted because of a strike of work, stoppage at the company's place of business, the

effective period shall be extended for the period of the strike or the work stoppage.

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

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

NV RESIDENTS: Obligations of the provider under this service contract are backed by the full faith and credit of the provider. This service contract is not mandatory as a part of any real estate transaction or otherwise and may be waived prior to its acceptance. All claims shall be made by calling 1-800- 544-8156 prior to any service or diagnosis being performed. Pursuant to NRS 690C.250(1), Contract Holders may return the contract, as long as no claims have been made, within at least twenty days of the mailing date or within ten days if the service contract is delivered at the time of sale ('Free Look Period') for a full refund of the purchase price, as determined by the corresponding invoice (considered part of the contract) provided to the contract holder by the provider. Any refund owed under this statute will be issued within forty-five days after cancellation or else a ten percent penalty will be accrued for each thirty-day period the refund remains unpaid. If the contract holder cancels outside of the Free Look Period, the purchase price will be refunded pro rata in accordance with NAC 690C.120(2)- (4). If the Provider cancels the contract for any of the reasons stated herein, no cancellation fee is assessed, and no cancellation is effective until at least fifteen days after cancellation notice is mailed to the Contract Holder and a pro rata refund will be issued pursuant to NAC 690C.120(1). Not reporting or ordering the correct square footage, including finished and non-finished spaces, is considered fraud or material misrepresentation; Not reporting that the house was vacated (i.e. having no furniture, fixtures, or inhabitants) prior to the contract terms is considered a material misrepresentation; if your home is vacated during the contract terms, it is a material change in the nature of required services; refusal to pay the provider an amount when due – all are grounds for cancellation of your contract. Refusal to pay a fee associated with your policy outside of what is mentioned above is grounds for a cessation of future coverage of your contract, by the provider, and the owed amount will be deducted if the policy is cancelled. Pursuant to Bulletin 08-010 and Regulation R067- 07, if your covered emergency claim renders your dwelling unfit for habitation according to the aforementioned regulations, and repairs cannot practicably be completed within three calendar days, the days, the Provider will provide a status report to the Contract Holder and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov – in Nevada only, an air conditioning system not cooling is considered an emergency claim. For suits upon causes of action regarding the substantive provisions of this contract, Nevada law governs. If the contract holder is not satisfied with the manner in which the provider is handling a claim, they may contact the Commissioner at (888) 872-3234.

TX RESIDENTS: This contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this contract or company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 89822-2188 (512) 936-3049. The purchase of a residential service contract 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.

UT RESIDENTS: This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

WA RESIDENTS: A ten percent (10%) penalty per month shall be applied to refunds not paid or credited within thirty (30) days of receipt of returned service contract. We may not cancel this service contract

without providing You with written notice at least twenty-one (21) days prior to the effective date of cancellation. Such notice shall include the effective date of cancellation and the reason for cancellation. You are not required to wait sixty (60) days before filing a claim directly with the Service Contract Provider.

WI RESIDENTS: If a claim has been filed within 20 days of delivery, the purchaser may cancel the service contract and the provider will refund the purchase price, less any claims paid and a ten (10%) percent administrative fee. The right to void the service contract provided is not transferable. The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least five (5) days prior to cancellation by the Provider. If the cancellation is for a reason other than non-payment of the provider fee a refund will be issued, less any claims paid and an administrative fee not to exceed ten percent. Refusal to pay a fee associated with your policy outside of what is mentioned above is grounds for a cessation of future coverage of your contract, by the provider, and the owed amount will be deducted if the policy is cancelled. Suit upon causes of action arising within this state against the provider shall be brought in the county where the cause of action arose or in the county where the policyholder instituting the action arises lives. The contract holder may cancel this contract at any time and receive the unearned pro rata refund, less any claims paid on the contract and less an administration fee that will not exceed ten (10%) percent of the pro rata refund rate. THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

WY RESIDENTS: The right to void the service contract provided is not transferable. The provider of the service contract shall mail a written notice to the service contract holder at the last known address of the service contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the Provider – prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service contract holder to the provider or a substantial breach of duties by the service contract holder relating to the covered product or its use. The class action waiver listed under the Additional Terms and Conditions does not apply to Wyoming residents and suit upon causes of action arising within this state against the provider shall be brought in the county where the cause of action arose or in the county where the policyholder instituting the action arises.

SEWERGARD

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

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

1. "Water Line". The water line is the single lateral water service line from the point of the water utility's connection to the point of the water meter or main shut off line inside the home. The water line also includes well water lines, excluding those exceeding five feet under the surface level of the yard.

2. "Sewer Line". The sewer line is the single lateral sewer service line from the point of the home's exterior wall to the point of connection to the sewer utility's wastewater collection system or septic tank.

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

Exclusions
RWS will not be responsible for any of the following:

a. Repairing anything that occurred before the start date of this agreement or that wasn't reported to RWS during the term of this agreement.

b. Repairing anything not resulting from normal wear and usage.

c. Repairing anything caused by you and/or third parties.

d. Repairing anything in a home that is being renovated.

e. Repairing anything caused by natural acts or disasters included but not limited to floods, earthquakes, landslides, sinkholes, or any insurable causes.

f. Repairing anything caused by defective materials, or any material that has been the subject of class action litigation or a recall.

g. Repairing anything required by any other party (city, state, federal or other party) unless otherwise covered by this agreement.

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

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

j. Repairs to any damaged items consequential to a sewer or water line failure or repair.
k. Paying any costs associated with relocation of lines, lost water, lost time, lost use of your home, or any damages due to any special circumstances or conditions.

l. Covered repair costs include only the water and sewer lines at a covered rate of: $200/linear foot up to 5 feet; $150/linear foot above 5 feet up to 10 feet; and $100/linear foot until the $2,000 claim maximum is reached.

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

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

1. Written Notification of Claim - The following information must be contained in the notification:
a. Your Name
b. Your Inspection Company's Name
c. A Phone Number Where You Can Be Reached
d. A Brief Description of the Claim

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

3. A copy of your home inspection report, or at least those pages pertaining to the affected items.

Residential Warranty Services, Inc.
PO Box 797
Carmel, IN 46082
800-544-8156
Fax 877-307-7056
1year@rwswarranty.com

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

RESIDENTIAL WARRANTY SERVICES, INC.

Phone: 317.573.2088
Fax: 877.307.7056
Call: 800.544.8156

www.rwswarranty.com

RESIDENTIAL WARRANTY SERVICES, INC.