



2147 Route 27 South, 4th Floor  
Edison, NJ 08817



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Emily Holtzman  
7461 Cornell Ave  
Saint Louis, MO 63130

PRESORT FIRST CLASS  
US POSTAGE  
PAID  
PERMIT NO. 2925  
HOUSTON, TX



Your Home Warranty Contract is Enclosed



Dear Emily

Welcome to Choice Home Warranty! You made a wise decision when you chose to protect your home with a CHW Warranty. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

Please take a moment to read through this booklet. Inside you will find your contract, selected coverage, and a variety of information that will help you get the most out of your new home warranty. Your coverage is dependent on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us **toll-free at (888)-531-5403**. We are available 24 hours a day, 7 days a week, 365 days a year, or simply log on to our website located at **[www.ChoiceHomeWarranty.com](http://www.ChoiceHomeWarranty.com)** and file your claim online.

Thank you,

The Team @ CHOICE  
(888) 531-5403



## REQUESTING CHW SERVICE IS EASY!

### 1. Make a Service Request

When a covered system or appliance breaks down, simply contact our Claims Department at (888) 531-5403 or file your claim online at [www.ChoiceHomeWarranty.com](http://www.ChoiceHomeWarranty.com).

### 2. Schedule a Service Appointment

Once you submit your claim, you will be assigned a pre-screened, licensed, and insured service technician to handle your request. We will provide you with their contact information so you can schedule a mutually convenient appointment.

### 3. Pay Your Service Fee

The service technician will collect the deductible from you upon arrival. If your service request covers more than one item, or if more than one trade is needed to complete your repair (e.g. electrician and plumber), multiple deductibles may apply.

### 4. Have Your Covered Item Repaired or Replaced

Our service technician will diagnose the claim and contact us with the details so we can determine coverage eligibility and the best course of action - repair, replacement, or possibly a claim buyout. Please review your contract carefully for limitations and exclusions.

### 5. Let Us Know About Your Experience

After your service has been completed, you will receive a survey asking for feedback about your experience. Your feedback will allow us to improve our business and promote the quality of our business to potential customers.

**Service requests are UNLIMITED  
during your contract term!**



## COVERAGE DETAILS

**PLEASE VERIFY THAT YOUR INFORMATION BELOW IS CORRECT.**

Contract Holder: Emily Hotlzman  
Contract Number: 102046491  
Contract Term: 11-19-2020 - 12-19-2021  
Covered Property: 7461 Cornell Ave  
Saint Louis, MO, 63130  
  
Property Type: Single Family  
Rate: \$560.00  
Service Call Fee: \$65.00  
Coverage Plan: Choice Plus  
Other:

**Includes:**

Air Conditioning System, Built-In Microwave, Ceiling and Exhaust Fans, Clothes Dryer, Clothes Washer, Dishwasher, Drywall, Ductwork, Electrical System, Garage Door Opener, Garbage Disposal, Garbage-Trash Compactor, Heating System, Oven Stove Cooktop, Plumbing Stoppage, Plumbing System, Refrigerator, ReKey, Sump Pump, Water Heater

Optional Coverage:

**REQUEST SERVICE**

**24 HOURS A DAY - 7 DAYS A WEEK**

**888-531-5403**

**[www.ChoiceHomeWarranty.com](http://www.ChoiceHomeWarranty.com)**



Toll Free: 888-531-5403 [www.choicehomewarranty.com](http://www.choicehomewarranty.com)

## BENEFITS OF A CHOICE HOME WARRANTY

**With a Choice Home Warranty, breakdowns and repairs on covered systems and appliances don't have to be a hassle. Whether you are a first time home buyer, seller, or existing homeowner, a home warranty is an affordable way to preserve peace of mind and to protect covered items for your most valuable asset. Below are a few important facts you should know about home warranties:**

- The average life expectancy of nine critical appliances/home systems is 13 years, and the likelihood of failure of one of these systems in a given year is 68%.  
- *Home Repair and Remodel, Marshall & Swift L.P., 2004*
- Homes on the market with a home warranty included sell on average 50% faster than homes without.  
- *National Home Warranty Association*
- Homes with home warranties return a sales price that averages 3% higher. - *Business Week Magazine*
- 8 out of 10 buyers prefer to buy a home with a home warranty. - *Gallup Poll*
- A home system or appliance repair can range from \$65 to \$2,000 and replacement averages \$1,085.  
- *Home Repair and Remodel, Marshall & Swift L.P., 2004*

**At Choice Home Warranty, our focus is on quality... providing quality home-warranty products to our customers, following up with quality customer service when our homeowners contact us, building quality business relationships with our contractors, and ensuring quality work from our contracted technicians.**



## COMMON QUESTIONS

### **Q. When does coverage begin and when does it end?**

**A.** Coverage begins immediately after your new home closing and continues for 365 days. If you are able to provide proof of prior coverage through another warranty carrier, showing no lapse of warranty coverage, CHW may start your new coverage when your old policy expires.

### **Q. How many service calls can I make?**

**A.** As many as you need. There is no limit to the number of times you can call for covered repairs during your contract term.

### **Q. Does a home warranty cover older systems and appliances?**

**A.** A home warranty provides repair or replacement of all covered systems and appliances that were in the home and in proper operating condition on the agreement effective date, and that have been properly installed and maintained, no matter their age, make or model.

### **Q. How do I know my service technician is qualified?**

**A.** All CHW Service Vendors are pre-screened, licensed, and independently insured. Performance is constantly monitored to ensure quality work and professionalism. Your satisfaction is our biggest priority.

### **Q. Can I renew each year?**

**A.** Yes, the plan may be renewable. In that event, you will be notified of the prevailing rate and terms of renewal.

### **Q. Why should I renew my CHW Warranty if I haven't made any service calls?**

**A.** Your home systems or appliances can break down at any time – usually when you need them most. That's why it's important to continue the protection and peace of mind you get from your Choice Home Warranty.



**PROTECTION PLAN TERMS AND CONDITIONS**  
**- REAL ESTATE BUYER -**

**TERMS OF SERVICE AGREEMENT**  
**CHOICE HOME WARRANTY**

Throughout this Agreement (“Agreement,” “plan” or “contract”) the words “We”, “Us” and “Our” refer to American Global Obligors, Inc., 90 Washington Valley Road, Bedminster, NJ 07102, the Obligor of this Agreement, except in Alabama, Arkansas, Arizona, Florida, Georgia, Hawaii, Illinois, Iowa, Kentucky, Louisiana, Massachusetts, Minnesota, Nevada, New Mexico, New York, Oklahoma, South Carolina, Texas, Utah, Vermont, Virginia, and Washington, D.C. In Alabama, the company obligated under this Agreement is Home Warranty Administrator of Alabama, Inc. (HWA-AL). In Arizona, the company obligated under this Agreement is Home Warranty Administrator of Arizona, Inc. (HWA-AZ). In Arkansas, the company obligated under this Agreement is Home Warranty Administrator of Arkansas, Inc. (HWA-AR). In Florida, the company obligated under this Agreement is Home Warranty Administrator of Florida, Inc. (HWA-FL). In Georgia, the company obligated under this Agreement is Choice Home Warranty, 2147 Route 27 South, Suite 400, Edison, NJ 08817. In Hawaii, the company obligated under this Agreement is Home Warranty Administrator of Hawaii, Inc. (HWA-HI). In Illinois, the company obligated under this Agreement is Home Warranty Administrator of Illinois, Inc. (HWA-IL). In Iowa, the Company obligated under this Agreement is Home Warranty Administrator of Iowa, Inc. (HWA-IA). In Kentucky, the company obligated under this Agreement is HWA. In Louisiana, the company obligated under this Agreement is DMM Results of LA, Inc. (DMM-LA). In Massachusetts, the company obligated under this Agreement is Home Warranty Administrator of Massachusetts, Inc. (HWA-MA). In Minnesota, the company obligated under this Agreement is Home Warranty Administrator of Minnesota, Inc. (HWA-MN). In Nevada, the company obligated under this Agreement is Home Warranty Administrator of Nevada, Inc. (HWA-NV). In New Hampshire, the company obligated under this Agreement is Home Warranty Administrator of New Hampshire, Inc. (HWA-NH). In New Mexico, the company obligated under this Agreement is Home Warranty Administrator of New Mexico, Inc. (HWA-NM). In New York, the company obligated under this Agreement is Home Service Club Warranty Corp (HSC). In Oklahoma, the company obligated under this Agreement is Home Warranty Administrator of Oklahoma, Inc. (HWA-OK). In South Carolina, the company obligated under this Agreement is Home Warranty Administrator of South Carolina, Inc. (HWA-SC). In Texas, the company obligated under this Agreement is HWAT, Inc. dba Home Warranty Administrators (HWA-TX). In Utah, the company obligated under this Agreement is Home Warranty Administrator of Utah, Inc. dba Choice Home Warranty (HWA-UT). In Vermont, the company obligated under this Agreement is Home Warranty Administrator of Vermont, Inc. (HWA-VT). In Virginia, the company obligated under this Agreement is HWA of VA, Inc. (HWA-VA). In Washington D.C., the company obligated under this Agreement is Home Warranty Administrator of DC, Inc. (HWA-DC). In Wyoming, the company obligated under this Agreement is Home Warranty Administrator of Wyoming, Inc. (HWA-WY). HWA, HWA-AL, HWA-AZ, HWA-FL, HWA-HI, HWA-IL, HWA-IA, HWA-MA, HWA-MN, HWA-NH, HWA-NV, HWA-NM, HWA-OK, HWA-SC, HWA-TX, HWA-UT, HWA-VA, HWA-VT, HWA-DC, HWA-WI, and HWA-WY are located at 90 Washington Valley Road, Bedminster, NJ 07921. DMM-LA is located at 1 Gateway Center, Ste. 2600, Newark, NJ 07102. HSC is located at 305 Broadway, 7th Floor, New York, NY 10007. Warranty Administration Services, Inc., 90 Washington Valley Road, Bedminster, NJ 07921 (WASI) is the administrator of this contract.

## A. COVERAGE

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

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

## B. COVERAGE PERIOD

1. Home Buyer's Coverage: Coverage under this contract is only available for a home buyer, not a home seller. Coverage is normally effective upon close of sale for a one-year term. Your contract effective date and term may vary. The contract fee must be received within 14 days after close of sale. If You take possession prior to close of sale (or obtain possession through rental or lease agreement), the contract fee is due upon occupancy and coverage will begin upon receipt of the contract fee by Us. We offer a 30-day grace period from the close of sale during which You may add Optional Coverage.
2. Home Seller's Coverage: Seller's coverage is available only in conjunction with the purchase of coverage for the Home Buyer. Coverage becomes effective the day the application is received by Us, and continues until the expiration of the initial listing period (up to 180 days), close of sale, or listing termination; whichever occurs first. Should close of sale not occur within the 180-day period, We may, at Our sole discretion, extend the seller's coverage period upon request. Optional coverage for the HVAC units may only be added or removed within the first 24 hours of the initial order being placed. **Pre-existing conditions are not covered for the Home Seller. LIMITATIONS: OUR OBLIGATION UNDER SELLER'S COVERAGE IS LIMITED TO \$3,000 IN THE AGGREGATE DURING THE COVERAGE PERIOD, SUBJECT TO THE FURTHER LIMITATIONS SET FORTH HEREIN.**
3. Homes Not Going Through a Real Estate Transaction: Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fee and continues for 365 days from that date. Your

coverage may begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date. Please call for a quote. **Pre-existing conditions are not covered for homes not going through a real estate transaction.**

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

C. SERVICE CALLS – TO REQUEST SERVICE: Online at [www.ChoiceHomeWarranty.com](http://www.ChoiceHomeWarranty.com) or 1-888-275-2980

1. You or Your agent (including tenant) must notify Us for work to be performed under this contract as soon as the problem is discovered. We will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-275-2980 and/or via our website. Notice of any malfunction must be given to Us prior to expiration of this contract.

2. Upon request for service, We will contact an authorized Service Provider. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If You should request that We perform nonemergency service outside of normal business hours, You will be responsible for payment of additional fees and/or overtime charges.

3. We have the sole and absolute right to select the Service Provider to perform the service; and **We will not reimburse for services performed without prior approval.**

4. You will pay a trade service call fee ("Service Fee") per claim or the actual cost, whichever is less, as specified in Your Coverage Details. The Service Fee is for each visit by Our approved Service Provider, except as noted in Section C (5), and is payable to Our approved Service Provider at the time of each visit. The Service Fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The Service Fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a Service Provider is in route to Your home or at Your home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract period will not be extended.

5. If service work performed under this contract should fail, then We will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

#### D. COVERAGE (COVERAGE DEPENDENT ON PLAN)

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

2. CLOTHES WASHER INCLUDED: All components and parts, except: **EXCLUDED: Noise - Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Door seals – Hinges - Glass – Leveling and balancing -Damage to clothing.**

3. KITCHEN REFRIGERATOR NOTE: Must be located in the kitchen. INCLUDED: All components and parts, including integral freezer unit, except: **EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Line restrictions - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Wine coolers or mini refrigerators - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/ Visual equipment and internet connection components.**

4. AIR CONDITIONING/COOLER NOTE: Not exceeding 5 (five) ton capacity and designed for residential use. INCLUDED: Ducted electric central air conditioning and ducted electric wall air conditioning, including heat pumps. Condenser (including compressor) - Evaporator coil (including thermal expansion valves) - Air handler - Thermostats - Primary Drain Pans - Refrigerant recharging - Accessible refrigerant lines, leaks and stoppages in accessible condensate drain lines. All components and parts, for units below current SEER and/or compliance standards will be repaired/replaced with current SEER and/or compliance standards when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating except: **EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills – Filters- -Line dryers and filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Cost for crane rentals - Air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications - Improper use of metering devices - Leak detections - Water leaks - Maintenance - Noise. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.**

5. HEATING SYSTEM OR BUILT-IN WALL UNIT NOTE: Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use. INCLUDED: All components and parts necessary for the operation of the heating system, including auxiliary heat strips for heat pump systems. Units below current SEER and/or compliance standards will be repaired/replaced with equipment compliant to current SEER and/or compliance standards (or higher), except: **EXCLUDED: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps (unless optional coverage is purchased). Access - Radiators and their valves - Baseboard casings - Radiant heating - Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems - Chimneys - Pellet stoves - Cable heat (in ceiling) - Wood stoves (even if only source of heating) - Calcium build-up - Maintenance. NOTE: We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems.**

6. DUCTWORK INCLUDED: Duct from heating unit to point of attachment at registers or grills, except: **EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Vents, flues and breaching - Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or**

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

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

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

9. PLUMBING SYSTEM/STOPPAGE INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except: **EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) - Access to drain or sewer lines from vent or removal of water closets - Cost to locate, access or install ground level clean out - Slab leaks - Galvanized drain lines - Hose Bibbs - Drum traps - Flange - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Faucets, fixtures, cartridges, shower heads & shower arms - Baskets and strainers - Popup assemblies - Bathtubs and showers - Cracked porcelain - Glass - Shower enclosures and base pans - Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Holding or storage tanks - Saunas and/or steam rooms.** NOTE: We will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. Our authorized Service Provider will close the access opening and return it to rough finish condition. **We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor**

coverings or other obstructions impeding access to walls, ceilings, and/or floors. With respect to concrete covered, embedded, encased, or otherwise inaccessible leaks, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement.

10. BUILT-IN MICROWAVE INCLUDED: All components and parts, except: **EXCLUDED: Doors - Hinges - Handles - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or counter top units - Arcing - Meat probe assemblies - Rotisseries.**

11. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing). INCLUDED: All components and parts, except: **EXCLUDED: Clocks (unless they affect the cooking function of the unit) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Door seals - Doors - Hinges - Lighting and handles - Glass - Sensi-heat burners will only be replaced with standard burners.**

12. DISHWASHER INCLUDED: All components and parts, except: **EXCLUDED: Racks - Baskets - Rollers - Hinges - Handles - Doors - Door gaskets - Glass - Damage caused by broken glass - Cleaning.**

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

14. GARBAGE DISPOSAL INCLUDED: All components and parts, including entire unit, except: **EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.**

15. CEILING AND EXHAUST FANS INCLUDED: Motors - Switches - Controls - Bearings - Kitchen Exhaust Fans - Attic Exhaust Fans - Bathroom Exhaust Fans, except: **EXCLUDED: Fans - Blades - Belts - Shutters - Filters - Lighting.** Note: Builder's standard is used when replacement is necessary.

16. GARAGE DOOR OPENER INCLUDED: All components and parts, except: **EXCLUDED: Garage doors - Hinges - Springs - Sensors - Chains - Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices.**

17. RE-KEY INCLUDED: For the applicable service fee, Choice will re-key of up to 4 locks for standard cylinder door locks and deadbolts, and provide a total of 4 copies of the new keys, except: **EXCLUDED: Non-standard cylinder door locks; sliding doors; garage door openers; replacement of deadbolts, door handles/knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; doors or any other services provided by locksmith.**

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

18. ULTIMATE PACKAGE Choice Ultimate includes the following enhancements:

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

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

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

- 4) Dishwasher: baskets, rollers, racks, runner guards.
- 5) Oven/Microwave/Range/Cooktop: racks, handles, knobs, interior lining.
- 6) Trash Compactor: lock and key assemblies, buckets.
- 7) Smoke Detector: both battery operated and hardwired systems.
- 8) Garage Door Opener: hinges, springs, remote transmitters, key pads.
- 9) Air Conditioner: valves, disposable filters, line dryers and filters, condensate drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement. Provide for the use of cranes to complete an A/C repair/replacement.
- 10) Other Enhanced Coverage included in Ultimate Protection: When required to render a covered repair or replacement, we will: a) Provide up to \$250 per contract to correct code violations. b) Provide up to \$250 per occurrence for required permits. c) Provide haul away of a covered appliance, system or component when replacing that covered appliance, system or component, d) Provide up to \$250 per contract to correct an improper installation/repair/modification of a system or appliance, or correct any mismatch condition in terms of capacity/ efficiency in order to ensure system operational compatibility and functionality. All other terms and conditions of the contract apply. If the improper installation/ repair/modification or mismatch condition is in violation of a code requirement, only 10(a) above applies.

E. OPTIONAL COVERAGE (Requires Additional Payment) (Not available for Sellers)

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

1. POOL AND/OR SPA EQUIPMENT INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater - Pump - Motor - Filter - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Salt Cells - Circuit Boards - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except: **EXCLUDED: Portable pools/spas, above ground pools/spas (unless additional above ground pool/spa coverage purchased) - Control panels, remote controls, dials, and electronic boards - Lights - Liners – Maintenance - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems - Pool cover and related equipment - Fill line and fill valve - Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads - Turbo valves, skimmers, chlorinators, and ionizers - Fuel storage tanks - Disposable filtration mediums - Cracked or corroded filter casings - Grids - Cartridges** - We will pay no more than \$1500 per contract term for access, diagnosis and repair and/or replacement.

2. WELL PUMP INCLUDED: All components and parts of well pump utilized for main dwelling only, except: **EXCLUDED: Holding or storage tanks - Digging - Locating pump - Pump retrieval - Redrilling of**

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

3. **CENTRAL VACUUM INCLUDED:** All mechanical system components and parts, except: **EXCLUDED: Ductwork - Hoses - Blockages - Accessories.**

4. **LIMITED ROOF LEAK (Single Family Homes Only) INCLUDED:** Repair of shake, shingle, and composition roof leaks over the occupied living area. **EXCLUDED: Porches - Patios - Cracked and/or missing material - Foam roofs - Tar and gravel or metal roof - Cemwood shakes - Masonite shingles - Flat or built-up roof - Structural leaks adjacent to or caused by appendages of any kind - Downspouts Flashing - Gutters - Skylights – Decks - Patio covers - Solar equipment - Roof jacks - Antennae - Satellite components - Chimneys - Partial roof replacement - Preventative maintenance.** We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement. NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

5. **STAND ALONE FREEZER INCLUDED:** All parts and components that affect the operation of the unit, except: **EXCLUDED: Ice-makers, crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Food spoilage - Freon - Disposal and recapture of Freon.**

6. **STAND-ALONE /UNDERCOUNTER ICE MAKER: INCLUDED:** All parts and components that affect the operation of the unit, except: **EXCLUDED: crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Freon - Disposal and recapture of Freon.**

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

8. **SEPTIC SYSTEM INCLUDED:** Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house. **EXCLUDED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping.** We will pay no more than \$500 per contract term for access, diagnosis and repair and/ or replacement.

9. **SEPTIC TANK PUMPING INCLUDED:** Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then We will pump the septic tank one time during the contract term. **EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups - Disposal of waste - Chemical treatments – Tanks - Leach lines – Cess pools - Mechanical pumps/systems.** Limited to a total of \$300 maximum.

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

#### F. LIMITATIONS OF LIABILITY

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

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

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

4. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, such as the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials, unless the CHOICE ULTIMATE PLAN has been purchased.

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

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

7. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. **We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment such as differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments.** We reserve the right to locate parts at any time. For the first 30 days of the contract period, **We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined**

**by reasonable allowance for the fair value of like parts.** We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

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

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

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

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

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

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

**14. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.**

**15. We are not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.**

**16. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$5000 per contract item for access, diagnosis and repair or replacement. LIMITATION FOR SELLERS: Notwithstanding the foregoing, you agree that, in no event, will our liability exceed \$3,000 in the aggregate for Seller's coverage during the applicable coverage period.**

## G. RESOLUTION OF DISPUTES

1. **MEDIATION.** In the event of any dispute or controversy arising out of or relating to this Agreement, You agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith, before resorting to mandatory arbitration, in the state of New Jersey as set forth in paragraph 2 below.

2. **MANDATORY ARBITRATION.** Unless you make written application to Us and We agree in writing to allow you to bring a small claims lawsuit against Us solely in your individual capacity, except where prohibited, if we are unable to reach a resolution through direct discussions, You agree that any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration in the State of New Jersey administered by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time of filing. Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Neither party shall sue the other party other than as provided herein for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.”

3. **CLASS ACTION WAIVER.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this agreement or the relationships among the parties hereto must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

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

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

6. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

#### H. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

#### I. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

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

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

#### J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

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

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

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

#### K. TRANSFER OF CONTRACT & RENEWALS

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

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

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

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

## L. CANCELLATION

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

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

1. Nonpayment of contract fee;
2. Nonpayment of Service Fee, as stated in Section C;
3. Fraud or misrepresentation of facts material by You to the issuance of this contract;
4. Mutual agreement of Us and You.

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

## M. MISCELLANEOUS STATE PROVISIONS

### 1. Cancellation

a. Alabama, Arkansas, Hawaii, Massachusetts, Minnesota, New Mexico, Virginia, Wisconsin and Wyoming Residents: In addition to Your cancellation rights listed above, You may cancel this contract within 20 days (30 days for Hawaii Residents) of the date this contract was mailed to You or within 10 days (20 days for Hawaii Residents) of delivery if this contract is delivered to You at the time of sale or within a longer time period permitted under this contract and, if You have not received any service, You are entitled to a full refund of the amount paid by You under this contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days (60 days for New Mexico Residents) after the cancellation of this contract.

b. Alabama Residents: If You cancel this contract after the refund period described in Section L, We may retain an administrative fee of up to \$25 for issuance of this contract.

c. Georgia Residents: We may cancel this contract only for fraud, material misrepresentation, or failure to pay. If We cancel this contract, You will be provided 30 days written notice regardless of the reason for cancellation; and refunds will be issued on a 100% pro-rata basis with no fees being deducted from the refund. You may cancel this contract at any time upon demand and surrender of the contract, in which case We will refund the excess of consideration paid above the customary short rate for the expired term of the contract. If either party cancels this contract, claims paid will not be deducted from any refund.

d. Hawaii Residents: Your right to cancel this contract and receive a full refund under Section H(2)(a) is not transferable and applies only to the original contract purchaser.

e. Nevada Residents:

If no claim has been made under this contract, You have the right to return this contract within 20 days of the date this contract was mailed to You, within 10 days of delivery if this contract was

delivered to You at the time of sale, or within a longer period specified in this contract. In such a case, this contract will be void and We will refund to You the full amount of the purchase price of this contract. This right to void this contract is not transferable and applies only to the original contract purchaser. A 10% penalty per month will be added to a refund that is not made within 45 days of return of this contract to Us.

We will not cancel this contract, if it has been in effect for at least 70 days, before the expiration of the term or one year after the effective date of this contract, whichever occurs first except for: (a) failure to pay by You any amount under this contract when due; (b) Your conviction of a crime which results in an increase in the service required under this contract; (c) discovery of fraud or material misrepresentation by You in obtaining this contract, or in presenting a claim under this contract; or, (d) Your act or omission, or Your violation of any condition of this contract, the discovery of which occurs after the effective date of this contract and which substantially and materially increases the service required under this contract. Cancellation of this contract as permitted hereunder is effective 15 days after We mail the cancellation notice to You.

We will not cancel this contract, if it has been in effect for at least 70 days, before the expiration of the term or one year after the effective date of this contract, whichever occurs first except also for a material change in the nature or extent of the required service or repair which occurs after the effective date of this contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this contract was issued or sold. In the event of cancellation, You will be provided a pro rata refund less any outstanding balance on Your account.

We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this contract.

f. South Carolina Residents: If We do not provide a refund within 45 days of cancellation a 10% penalty per month shall be added to the refund.

g. Utah Residents: We may cancel this contract at any time for any reason, if this contract has not been previously renewed, and if this contract has been in effect less than 60 days when the written notice of cancellation is mailed or delivered. After this contract has been in force for 60 days, this contract may be cancelled by Us for the following reasons: (i) nonpayment of premium when due; (ii) mutual agreement of Us and You; (iii) material misrepresentation; (iv) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this contract; or (v) substantial breaches of contractual duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. If We cancel this contract within the first 30 days of the contract effective date You will NOT be charged an administrative fee, and You shall be entitled to a refund of the paid premium less any service (claims) costs that were incurred by Us. If We cancel this contract after the 30th day from contract effective date, You shall be entitled to a pro rata refund of the paid premium for the unexpired term, less: (y) an administrative fee of up to \$50 (where permitted by law); and (z) any service (and claims) costs that were incurred by Us.

h. Vermont Residents: In addition to Your cancellation rights listed above, You may cancel this contract within 20 days of receipt of this contract, if You have not received any service, for a full refund of the amount paid by You under this contract.

i. Virginia Residents: In addition to Our cancellation rights listed above, We may cancel this contract if this contract were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur.

j. Wisconsin Residents: Your right to cancel this contract and receive a full refund under Section L as modified by Section M(1)(a) is not transferable and applies only to the original contract purchaser. In the event of a total loss of property covered by this contract that is not covered by a replacement of the property pursuant to the terms of this contract, You shall be entitled to cancel this contract and receive a pro rata refund of any unearned provider fee, less any claims paid.

This contract shall be non-cancelable by Us except for nonpayment of the provider fee, material misrepresentation by You to Us or the administrator, or substantial breach of duties by You relating to the covered product or its use. If this contract is canceled by Us, We will mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to cancellation by Us. Our cancellation notice will state the effective date of the cancellation and the reason for the cancellation. If We cancel this contract for a reason other than nonpayment of the provider fee, We will refund to You 100% of the unearned pro rata provider fee, less any claims paid.

k. Wyoming Residents: Your right to cancel this contract and receive a full refund under Section H(2)(a) is not transferable and applies only to the original contract purchaser. If this contract is canceled by Us, We will mail a written notice to You at the last known address at least 10 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

## 2. Arbitration and Dispute Resolution

a. Alabama Residents: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this contract or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") in the state of Alabama, under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section G(3) of this contract.

b. Arizona Residents: Arbitration under Section G(2) of this contract will not be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an

Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 800-325-2548.

c. Georgia Residents: This contract will be governed by and construed in accordance with the laws of the State of Georgia. Arbitration under Section G(2) of this contract shall be nonbinding.

d. Utah Residents: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THIS CONTRACT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

e. Wisconsin Residents: Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us in advance of Your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this contract or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. You may elect to have any arbitration under this Agreement held in the state of Wisconsin or within the jurisdiction in which the covered property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section G(3) of this contract.

f. Wyoming Residents: At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement.

### 3. Other Miscellaneous State Provisions

a. Arizona Residents: This contract provides coverage for: (i) unknown/undetectable pre-existing conditions so long as the malfunction could not, or would not, have been detected by a visual inspection or simple mechanical test; and (ii) pre-existing conditions known by Us or the person selling this contract on Our behalf, at the time You purchased this contract.

b. Georgia Residents: This contract is bonded by Travelers Casualty and Surety Company of America, One Tower Square, S202A, Hartford, CT 06183 (the “insurer”). You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within 60 days after the claim has been filed with Us.

The last sentence of Section A(3), and the 5th sentence of Section B(2), are deleted and replaced by the following: Pre-existing conditions that are known or could have been detected by a routine home inspection or simple mechanical test are not covered.

c. Iowa 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. The address of the Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000; and the Division’s telephone number is (515) 281-5705.

d. Kentucky Residents: We maintain a performance bond issued by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the “insurer”). You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us.

e. Nevada Residents: Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a covered system or appliance, for which repair is prescribed under this contract, which is essential to Your health and safety (“Emergency Repair”). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. Repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and, if We determine that an Emergency Repair cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and the Nevada Commissioner of Insurance.

If You are not satisfied with the manner in which We are handling Your claim under this contract, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

f. New Hampshire Residents: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or by calling (603) 271- 2261.

g. Texas Residents: This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at PO Box 12188, Austin, TX 78711, (512) 456-3917. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE § 1303.304.

h. Utah Residents: This contract 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. Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor vehicle.”

**For prior approval for services to be performed under this contract, please contact Us toll-free at 1-888-531-5403. We also may be contacted by email at [info@homewarrantyadministrators.com](mailto:info@homewarrantyadministrators.com).**

Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a covered system or appliance, for which repair is prescribed under this Agreement, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling.

In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured Service Provider to obtain service in the event of failure or malfunction of a covered system or appliance, for which repair is prescribed under this contract. Upon completion of the service, the Service Provider must provide You an itemized invoice for the charges. You should try to find a Service Contractor who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the Service Provider directly for the services rendered, including the Service Call Fee or similar charge up to the Service Call Fee, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this contract. Please call us at 1-888-531-5403 to find out the best way to submit the paid invoice; or, You may submit the paid invoice by mailing it to Us at 90 Washington Valley Road, Bedminster, NJ 07921, with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information.

i. Virginia Residents: If You are unable to contact or obtain satisfaction from Us then You may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, Virginia, 23218-1157 or by calling (800) 552-7945.

j. Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

k. District of Columbia, Ohio, Pennsylvania, Tennessee, and Utah Residents: 30% of Your purchase price is for coverage of tangible personal property and 70% is for coverage of real property and fixtures.

Our obligations under this agreement are backed by the full faith and credit of the Obligor.

We offer service contracts which are not warranties.

This is not a contract of insurance.

The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer.

Terms may vary in different states.

## HOME MAINTENANCE TIPS

**As a leading home warranty provider, Choice Home Warranty constantly looks for ways to proactively help our policy holders. Here are several routine CHW maintenance tips for your home's major systems and appliances:**



### WINTER

1. Have your furnace serviced annually by a licensed professional for efficiency and safety. Choice Home Warranty contracts require unit to be properly maintained.
2. Insulate pipes in your home's crawl spaces and attic.
3. Clear debris out of window wells, gutters, downspouts, and storm drains.
4. Clean the clothes dryer exhaust duct, damper and space under the dryer.
5. Make sure the caulking around doors and windows is adequate to reduce heat loss.



### SPRING

1. Make sure the light bulbs in all your fixtures are the correct wattage.
2. Consider installing a lightening protection system on your home. Choice Home Warranty does not cover lightening, power surges, or natural disasters.
3. Have a professional air conditioning contractor inspect and maintain your system as recommended by the manufacturer. Choice Home Warranty contracts require unit to be properly maintained.
4. Trim shrubs and plants near condensing unit to ensure proper air flow and circulation.
5. Drain sediment from water heater tank according to manufacturer's recommendations.





## SUMMER

1. Have annual system maintenance service done before the air conditioning season begins. Choice Home Warranty contracts require unit to be properly maintained.
2. Keep curtains closed when temperatures are at their peak.
3. Use exhaust fans when cooking to remove excess heat and humidity.
4. Close registers in rooms that are not being used. To avoid damage to your central cooling system, close no more than one fourth of the area of your home.
5. Change the filter on forced air units.



## FALL

1. Flush out sediments from your hot water heater and test the pressure relief valve, plus other annual inspection duties should be performed according to the instructions in your manual for the unit.
2. Have a heating professional check your heating system every year before the winter season.
3. Drain in-ground sprinkler systems.
4. Make sure the caulking around doors and windows is adequate to reduce heat/cooling loss.
5. Insulate outdoor faucets, pipes in unheated garages, and pipes in crawl spaces.



SERVICE REQUEST LOG

[illegible]

Toll Free: 888-531-5403 [www.choicehomewarranty.com](http://www.choicehomewarranty.com)

# Refer-A-Friend Program



Refer Your  
Friend to CHW



Your Friend Purchases  
a Home Warranty  
from CHW



CHW Gives YOU  
1 Month of  
FREE Service



You Can Keep  
Earning by Referring



## CHW Wallet Card

Homeowner: *Holtzman, Emily*  
Property at: *7461 Cornell Ave*  
*Saint Louis, MO, 63130*

Contract No. *102046491*  
Service Call Fee: *\$65.00*  
Effective Date: *11-19-2020*  
Expiration Date: *12-19-2021*

For Service Call 1-888-531-5403



## Refer-A-Friend

Referral Contract Number: \_\_\_\_\_

Call Choice Home Warranty and mention the referral contract number above and both you and your friend will earn a FREE month of home warranty service. There is no limit to how many free months you can earn!

**Get 1 Month FREE** per referral  
Call 1-888-531-5403



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2147 Route 27 South, 4th Floor. Edison, NJ 08817

Phone Numbers: Toll Free 888-531-5403, Fax 732-520-6461

[www.choicehomewarranty.com](http://www.choicehomewarranty.com) + [info@choicehomewarranty.com](mailto:info@choicehomewarranty.com)

# Home Warranty Contract Enclosed

**Please take some time to review your Contract.**

**Call Toll-Free 888-531-5403**

**or visit [www.choicehomewarranty.com](http://www.choicehomewarranty.com)**