CHOICE Home Warranty

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Edison, NJ 08817

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ALEXTINE BRANKER
21 KIRK STREET
WEST ORANGE, NJ 07052

Your Home Warranty Contract is Enclosed

WELCOME TO CHOICE HOME WARRANTY

CHOICE
Home Warranty

Dear ALEXTINE

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 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.

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:	ALEXTINE BRANKER
Contract Number:	864250107
Contract Term:	11-27-2018 - 07-27-2022 (8 Free Months)
Covered Property:	21 KIRK STREET WEST ORANGE, NJ, 07052
Property Type:	Single Family
Rate:	$1407.00
Service Call Fee:	$65.00
Coverage Plan:	Total Plan
Other:	N/A

Includes:

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

Optional Coverage:

Limited Roof Leak, Water Heater

REQUEST SERVICE

24 HOURS A DAY - 7 DAYS A WEEK

888-531-5403

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 30 days after enrollment and receipt of applicable contract fees and continues for 365 from your start date. 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.

YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Choice Home Warranty, the Obligor of this Agreement.

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 does not cover any known or unknown pre-existing conditions. It is understood that WE ARE NOT A SERVICE PROVIDER and is not itself undertaking to repair or replace 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, residential service, warranty, extended warranty, or implied warranty.

B. COVERAGE PERIOD

Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fees 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.

C. SERVICE CALLS – TO REQUEST SERVICE: 1-888-531-5403

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 1-888-531-5403. Notice of any malfunction must by given to Us prior to expiration of this contract.

2. Upon request for service, We will contact an authorized Service Provider within two (2) days during normal business hours and four (4) days on weekends and holidays. 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 Us to perform non-emergency 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 (amount shown on page one) or the actual cost, whichever is less. 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 contractor 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 DEPENDANT ON PLAN)

The Coverage is for no more than one unit, system, or appliance, unless additional fees are paid. If no additional fees are paid, covered unit, system, or appliance is at the Our sole discretion; certain limitations of liability apply to Covered systems and appliances.

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 - 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 - 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, ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant,

except:

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - 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 - Thermal expansion valves - Refrigerant conversion - Leak detections – Water leaks - Drain line stoppages – Maintenance - Noise. No more than two systems covered unless purchased separately at time of enrollment. 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. For units below 13 SEER and when We are unable to facilitate repair/replacement of failed covered

equipment at the current SEER rating, repair/replacement will be performed with 13 SEER equipment and/or 7.7 HSPF or higher compliant, 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. Access - Radiators or 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. 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 – Rust and corrosion - Main, Holding or storage tanks - Vents and flues - Thermal expansion tanks - Low boy and/or Squat water heaters - 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 - Tankless water heaters.

7. ELECTRICAL SYSTEM

INCLUDED: All components and parts, including built-in bathroom exhaust fans, 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 - Attic exhaust fans - Commercial grade equipment - Auxiliary or sub-panels – Broken and/or severed wires - Rerunning of new wiring for broken wires – Wire tracing - Garage door openers – Central vacuum systems - Damages due to power failure or surge – Circuit Overload. We will pay no more than $500 per contract term for access, diagnosis and repair and/or replacement.

8. 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 can not 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 - Polybutylene or Quest piping – Galvanized drain lines - Hose Bibs - 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. We will pay no more than $500 per contract term for access, diagnosis and repair and/or replacement. Our authorized Service

Provider will close the access opening and return it to 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.

9. BUILT-IN MICROWAVE

INCLUDED: All components and parts, except:

EXCLUDED: Doors – Hinges – Handles – Doors - Door glass – Lights - Interior linings – Trays - Clocks - Shelves - Portable or counter top units – Arcing - Meat probe assemblies - Rotisseries.

10. 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.

11. DISHWASHER

INCLUDED: All components and parts, except:

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

12. 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.

13. CEILING AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings, except:

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

14. 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.

15. 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.

16. GREEN

INCLUDED: If a covered system or appliance (limited to Clothes Washer, Clothes Dryer, Refrigerator, Dishwasher, Heating System, and Water Heater) breaks down per Section I above and subject to all other contract inclusions, exclusions and limitations, and it can not be repaired, We will replace the appliance with an ENERGY STAR qualified product (subject to availability, exclusions and limitations), one with similar and like features as existing appliance, except:

EXCLUDED: All other contract limitations of liability and exclusions apply.

E. OPTIONAL COVERAGE (Requires Additional Payment)

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 II.

1. POOL AND/OR SPA EQUIPMENT

INCUDED: 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 - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable or above ground pools/spas - Control panels 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 casings - Grids - Cartridges - Heat pump – Salt water systems. We will pay no more than $500 per contract term for access, diagnosis and repair and/or replacement.

2. 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 term of the plan. Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch.

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 $200 maximum.

3. 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.

4. SUMP PUMP

INCLUDED: Permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

EXCLUDED: Sewerage ejector pumps - Portable pumps – Backflow preventers – Check valves - Piping modifications for new installs.

5. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork – Hoses - Blockages – Accessories.

6. 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.

NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.

7. 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.

8. SECOND 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.

9. 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.

F. LIMITATIONS OF LIABILITY

1. The following are not included during the contract term; (i) malfunction or improper operation due to rust or corrosion of all systems and appliances, (ii) collapsed ductwork, (iii)

known or unknown pre-existing conditions.

2. We are not responsible for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible.

3. 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.

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

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

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

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

8. We are not liable for repair of conditions caused by chemical or sedimentary build up, rust or corrosion, 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.

9. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are not responsible for upgrades, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments. If parts are no longer available, We will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. 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.

10. 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. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.

11. 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.

12. We are not liable for normal or routine maintenance. 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.

13. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. We shall pay no more than $1,000 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, and etc.

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

15. 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.

16. 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.

17. 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.

18. We will not pay for the repairs or replacement of any covered systems or appliances if they are inoperable as a result of known or unknown pre-existing conditions, deficiencies and/or defects.

19. 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 $1500 per contract item for access, diagnosis and repair or replacement.

G. Mediation

In the event of a dispute over claims or coverage 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.Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.

2. Any and all disputes, claims and causes of action arising out of or connected with this Agreement (including but not limited to whether a particular dispute is arbitrable hereunder) shall be resolved exclusively by the American Arbitration Association in the state of New Jersey under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

3. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of $1500 per claim, but in no event attorneys fees.

4. Under no circumstances will you be permitted to obtain awards for, and you hereby waives 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. 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 to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

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

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

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

K. TRANSFER OF CONTRACT & RENEWALS

1. If your covered property is sold during the term of this contract You must notify Us of the change in ownership and submit the name of the new owner by phoning 1-888-531-5403 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 fees, less a $50 administrative fee and any service costs incurred by Us.

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

1. Nonpayment of contract fees;

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

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 a $50 administrative fee and any service costs incurred by Us. All cancellation requests must be submitted in writing.

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

Date	Claim Item	Repair Date	Vendor Name

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

CHOICE Home Warranty

Homeowner: *BRANKER, ALEXTINE*
Property at: *21 KIRK STREET*
WEST ORANGE, NJ, 07052

Contract No. *864250107*
Service Call Fee: *$65.00*
Effective Date: *11-27-2018*
Expiration Date: *07-27-2022*

For Service Call 1-888-531-5403

Refer-A-Friend

CHOICE Home Warranty

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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CHOICE Home Warranty

2147 Route 27 South, 4th Floor. Edison, NJ 08817
Phone Numbers: Toll Free 888-531-5403, Fax 732-520-6461
www.choicehomewarranty.com + 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