

BPG

TM

Home Warranty

Buyers Home Warranty

Earning your business every day—for more than two decades.



California Plans now include:

- ✓ Trade Call Fee GuaranteeSM
- ✓ 12 Months of Extended AdviceSM
- ✓ New **GREEN** Option (introductory pricing)
- ✓ \$30 Trade Call Fee Option – Great for First Time Buyers
- ✓ Enhanced Preferred Coverage



Issued and administered by BPG Home Warranty Company
Burbank, California (1109)

Buyers Protection GroupTM

Online: www.bpgwarranty.com

Fax (24 Hours): 866-805-7523

Phone: 800-443-5599

Buyer's Coverage Seller's and Buyer's Coverage

Property Seller's Information *Please Print or Type*

PROPERTY SELLER'S NAME _____

PROPERTY ADDRESS TO BE COVERED _____

CITY _____ STATE _____ ZIP _____

PHONE _____

E-MAIL _____

REAL ESTATE FIRM _____

AGENT'S NAME _____ PHONE (Main Office) _____

AGENT'S E-MAIL _____ FAX _____

ADDRESS _____

Property Buyer's Information

PROPERTY BUYER'S NAME _____

PHONE _____

E-MAIL _____

REAL ESTATE FIRM _____

AGENT'S NAME _____ PHONE (Main Office) _____

AGENT'S E-MAIL _____ FAX _____

ADDRESS _____

Mailing Address for Buyer or Seller *(if different from above)*

PROPERTY BUYER'S OR SELLER'S ADDRESS _____

CITY _____ STATE _____ ZIP _____

Escrow Information

COMPANY NAME _____

OFFICER _____ PHONE (Main Office) _____

OFFICER'S E-MAIL _____ FAX _____

CLOSING NUMBER _____ EXPECTED CLOSE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

To pay with VISA/Mastercard please call 800-443-5599.

For price quote and information on SPECIAL COVERAGE, DUPLICATE SYSTEMS (on homes over 5,000 sq. ft.) please call 800-443-5599.

For Payment Processing Only, Mail Payment To:

BPG Home Warranty Company
 Box 749091, Los Angeles, CA 90074-9091
 Phone: 800-443-5599 • Fax 866-805-7523
www.bpgwarranty.com

BPG CA 11-09

	CHOOSE PLAN	
TRADE CALL FEE \$60 (or actual cost if less)	STANDARD	PREFERRED
SINGLE FAMILY HOME	<input type="checkbox"/> \$280	<input type="checkbox"/> \$370
CONDO/MOBILE HOME	<input type="checkbox"/> \$250	<input type="checkbox"/> \$325
SELLER'S PLAN — SINGLE FAMILY HOME	<input type="checkbox"/> \$.77 per day	<input type="checkbox"/> \$1.01 per day
SELLER'S PLAN — CONDO/MOBILE HOME	<input type="checkbox"/> \$.68 per day	<input type="checkbox"/> \$.89 per day
NEW CONSTRUCTION (YEARS 1 - 5)	<input type="checkbox"/> \$475	<input type="checkbox"/> \$595
STANDARD PLAN MULTIPLE UNITS		
<input type="checkbox"/> DUPLEX \$430 <input type="checkbox"/> TRIPLEX \$540 <input type="checkbox"/> FOURPLEX \$620	<input type="checkbox"/> _____	
PREFERRED PLAN MULTIPLE UNITS		
<input type="checkbox"/> DUPLEX \$550 <input type="checkbox"/> TRIPLEX \$660 <input type="checkbox"/> FOURPLEX \$740	<input type="checkbox"/> _____	

OPTIONAL COVERAGE FOR SELLERS		
Heating and Air Conditioning System	<input type="checkbox"/> \$.16 per day	INCLUDED

OPTIONAL COVERAGE FOR BUYERS		
Air Conditioning System	<input type="checkbox"/> \$ 60	INCLUDED
Green Option ~ <i>Introductory Price</i>	<input type="checkbox"/> \$ 50	<input type="checkbox"/> \$ 50
Relocation/Alteration Option	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Swimming Pool/Spa Equipment	<input type="checkbox"/> \$135	<input type="checkbox"/> \$135
Additional Pool/Spa	<input type="checkbox"/> \$ 75	<input type="checkbox"/> \$ 75
Clothes Washer & Dryer	<input type="checkbox"/> \$ 75	<input type="checkbox"/> \$ 75
Kitchen Refrigerator w/Icemaker & Dispenser	<input type="checkbox"/> \$ 50	<input type="checkbox"/> \$ 50
Washer/Dryer/Refrigerator (<i>Save \$20</i>)	<input type="checkbox"/> \$105	<input type="checkbox"/> \$105
Wet Bar Refrigerator	<input type="checkbox"/> \$ 25	<input type="checkbox"/> \$ 25
Wine Refrigerator	<input type="checkbox"/> \$ 25	<input type="checkbox"/> \$ 25
Roof Coverage	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Extended Pipe Leak	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Well Pump System Coverage	<input type="checkbox"/> \$120	<input type="checkbox"/> \$120
Septic Tank Pumping	<input type="checkbox"/> \$ 30	<input type="checkbox"/> \$ 30
Septic System/Sewage Ejector Pump	<input type="checkbox"/> \$ 30	<input type="checkbox"/> \$ 30
Red Tag Option SM	<input type="checkbox"/> \$ 20	<input type="checkbox"/> \$ 20
\$30 Trade Call Fee Option <i>Reduces \$60 Trade Call Fee to \$30</i>	<input type="checkbox"/> \$ 60	<input type="checkbox"/> \$ 60

Total Cost of Plan	\$ _____	\$ _____
---------------------------	----------	----------

COVERED ITEMS FOR SELLERS AND BUYERS		
Unknown Pre-Existing Conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Insufficiently Maintained Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Failures Caused by Rust, Corrosion, Sediment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical System, Smoke Detectors, Central Vacuum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exhaust Fans, Ceiling Fans, Garage Door Opener	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing System (including Polybutylene), Stoppages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Water Heater, Pressure Regulator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Toilets, Bathtub Whirlpool Motor/Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Recirculating Pump, Sump Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hot Water Dispenser, Built-In Food Center	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher, Garbage Disposal, Trash Compactor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Range/Oven/Cook Top, Built-In Microwave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

COVERED ITEMS FOR BUYERS ONLY		
Extended Advice SM	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Appliances: Trim Kits, Racks, Rollers, Baskets, Interior Linings, Clocks, Rotisseries, Handles, Knobs, Buckets, Lock & Key Assemblies, Self Cleaning Mechanisms, and Shelves	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Registers, Grills, Built-in Heat Lamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Faucets, Hose Bibs, Showerheads	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Toilet Replacement (similar quality)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ceiling Fan Replacement (similar quality)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Garage Door Opener: Springs, Remote Transmitters, Hinges	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Air Conditioning Refrigerant Recapture, Window Units	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Removal of Defective Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Mismatched Units, Improper Installation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
\$500 Towards Code Upgrades	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
\$250 Towards Building Permits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Preferred Plan: For Added Peace of Mind

See contract for details of coverage

Extends Coverage to:

- ✓ Code upgrade up to \$500
- ✓ Building permits
- ✓ Failures due to mismatched systems or improper installation
- ✓ Removal of defective equipment
- ✓ Refrigerant recapture, reclamation and disposal
- ✓ Appliances: trim kits, racks, rollers, clocks, baskets, handles, knobs, lock & key assemblies, self cleaning mechanisms, shelves and more
- ✓ Heating system: registers/grills and built-in heat lamps
- ✓ Air conditioning: disposable filters, grills, window units and fees associated with use of cranes
- ✓ Enhanced stoppage coverage and hydrojetting
- ✓ Toilets replaced with similar quality
- ✓ Replacement of ceiling fans with similar quality
- ✓ Garage door opener springs, remotes and hinges
- ✓ Faucets, showerheads and arms

Green Option:

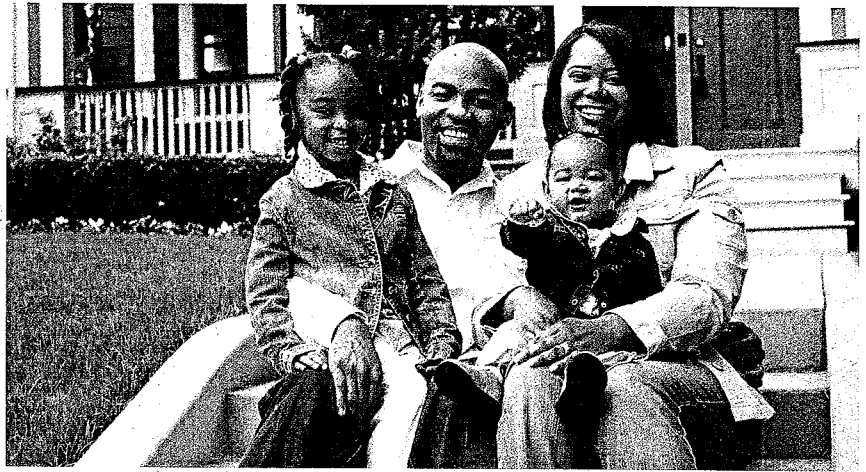
See contract for details of coverage

When systems fail, upgrade the smart way.

- ✓ ENERGY STAR models on appliance replacements
- ✓ 90% (or better) rated efficiency models for Heating System replacements
- ✓ Tankless replacements for gas/electric traditional water heaters
- ✓ Paperless contracts and transactions (where permitted by law)

BPG Home Warranty Company

Burbank, California
Phone: 800-443-5599
Fax 866-805-7523
www.bpgwarranty.com



Distinct Value Advantages from BPG Home Warranty

□ Simple Choices for Comprehensive Coverage

Choose the plan and options that work best for you. Both our Standard and Preferred Plans provide comprehensive and competitive protection – backed by an impressive customer satisfaction rate.

□ Trade Call Fee GuaranteeSM

With one of the lowest trade call fees in the industry, our exclusive Trade Call Fee GuaranteeSM adds more value because you'll never be stuck with a service fee unless we actually perform or pay for the repair.

□ 12 Months of Extended AdviceSM

With every BPG Home Warranty we provide a full year of personalized support and direct access to our inspection professionals at no charge. We're here to help on virtually any issue you're having on your house or major appliance – even on items not covered by your warranty.

BPG Home Warranty Saves You Money

	Repair/Replacement Cost Without BPG Home Warranty	Cost With BPG Home Warranty*
Heating System	\$130 - \$3,500	\$60/\$30
Water Heater	\$115 - \$1,500	\$60/\$30
Dishwasher	\$98 - \$1,250	\$60/\$30
Air Conditioning	\$130 - \$4,000	\$60/\$30
Oven/Range	\$110 - \$2,700	\$60/\$30
Kitchen Refrigerator	\$110 - \$3,800	\$60/\$30
Plumbing	\$95 - \$7,500	\$60/\$30
Electrical System	\$85 - \$2,500	\$60/\$30

*See contract for details of coverage

BPG Home Warranty Plan—California

Home Warranty Contract Issued by BPG Home Warranty Company (Company)

YOU MUST FIRST CONTACT COMPANY FOR SERVICE. WE DO NOT REIMBURSE OR PAY FOR REPAIRS MADE WITHOUT PRIOR APPROVAL.

BEFORE CALLING FOR SERVICE

1. SHUT OFF the system or appliance to prevent further damage.
2. MAKE SURE THE PROBLEM IS COVERED. Problems left by the previous owner are not covered. We only cover systems and appliances that fail due to normal wear and tear. Certain exclusions and limitations could have an effect on coverage. PLEASE READ YOUR CONTRACT.
3. Is coverage in effect? Has the Company been paid? Has the contract expired?

HOW TO OBTAIN SERVICE

Call 800-521-2492, or for non-emergency service requests go to www.bpgwarranty.com, or fax request to 866-422-4538. Company is available to accept service requests 24 hours a day, 365 days a year. Company will dispatch a contractor or technician who will call you directly to schedule an appointment during normal working hours.

On weekends and holidays, the contractor will contact you within 48 hours. Company will determine what constitutes an emergency and will make reasonable efforts to expedite emergency service. If you request Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime.

TRADE CALL FEE

For each service call placed, you will be responsible to pay the trade call fee to the contractor at the time of the first visit. The trade call fee is due for each call dispatched. Failure to pay the trade call fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term, but the contract period will not be extended. To apply for reimbursement under the Trade Call Fee GuaranteeSM for non-covered claims, please contact our office for instructions at 800-443-5599.

OTHER SERVICE INFORMATION

Because of your property location or other circumstances, Company may permit you or request that you obtain your own licensed and insured technician. Company will pay only its usual and customary repair cost for covered repairs, and will pay for service only if the following conditions are met:

- A. You must first call Company to report the malfunction and obtain a work order number.
- B. Prior to work commencement, you must call Company with the technician's estimate and obtain a payment authorization number. Company reserves the right to obtain other opinions.
- C. After completion of work, mail or fax invoice to Company. Invoice must include work order number and authorization number to be paid. Also, indicate who is to be paid, you or the technician. The trade call fee will be deducted from the total.
- D. This method of service is for repairs only, not replacements. All other terms and conditions of this contract are still applicable.

PLAN EFFECTIVE DATES

The effective and expiration dates are listed on the Declaration of Coverage accompanying this contract. Buyer's coverage will begin at close of sale, and continue for one year, provided the plan fee is received by Company within 14 days; if the plan fee is not received by Company within that period, the effective date will be the date the plan fee is received. Company will accept plan fee up to 30 days after the closing without requiring an inspection.

Contracts or requests for additional coverage received more than 30 days after close of sale may be subject to a waiting period and must be accompanied by a current inspection report or contractor certification showing items to be covered are operating properly.

If this contract is a renewal of a previously issued contract, there will be no lapse of coverage if payment of plan fee is received before the expiration date of the previous contract. If payment of plan fee is received after the expiration date of the previous contract, coverage will begin 30 days after receipt of payment. Company reserves the right to require an inspection of covered systems and appliances during this 30-day waiting period, and the homeowner agrees to cooperate (see LIMITATIONS ON LIABILITY, paragraph #17, "RENEWAL/TRANSFER").

New Construction Plan begins at closing and continues for five years from that date, provided the New Construction Plan fees are received by Company within 14 days from the close of sale. All covered items must be in good working condition at the time coverage begins. Revenue will be recognized by Company at the rate of 20% of the total premium per annum.

Optional Seller's Coverage when selected, begins upon acceptance by Company and continues for 180 days, close of sale, or listing termination (whichever occurs first). Seller's coverage only covers the Standard Plan items and excludes the heating and air conditioning system unless ordered. Seller's Coverage is not available on multi-units, homes over 5,000 square feet, or for sale by owner transactions. Seller's Coverage period may be extended at the sole discretion of Company. Pre-existing conditions are not covered for the Seller.

STANDARD PLAN COVERED SYSTEMS / APPLIANCES

Company will repair or replace covered systems and appliances if they become inoperative due to normal wear and tear during the term of this contract. Only those systems and appliances specifically mentioned are covered, and only if they are properly and permanently installed and located within the perimeter of the main foundation of the home and/or detached garage, and were functioning in a safe and proper manner on the effective date of this contract.

KITCHEN APPLIANCES: OVEN/RANGE (Gas or Electric); DISHWASHER; GARBAGE DISPOSAL; HOT WATER DISPENSER; BUILT-IN TRASH COMPACTOR; BUILT-IN MICROWAVE OVEN; BUILT-IN FOOD CENTER. **Not Covered:** Cosmetic problems, such as chipping, dents or scratches; trim kits; racks; rollers; baskets; lights; interior linings; clocks; rotisseries; handles; knobs; buckets; lock & key assemblies; shelves; removable accessories; timers (unless they affect the primary function of the appliance); meat probes; refrigerator/stove combination units; halogen units; electromagnetic induction units; glass.

HEATING SYSTEM: Coverage is available on gas or electric heating systems not to exceed 2 units. FURNACES: Forced Air, Floor, Gravity, or Wall. SYSTEMS: Heat Pump, Hot Water, or Radiant. If in the course of providing a covered repair, Company determines that upgrades to a ducted heat pump system are required to comply with 13 SEER and/or 7.7 HSPF requirements, Company will replace covered components that are necessary to maintain compatibility with the replacement unit, including the air handler, evaporative coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate drain lines, and thermostatic expansion valve. **Note:** Repair and replacements to hot water, geo-thermal, water cooled, hydronic, glycol, lithium, oil, diesel, radiant and gravity flow systems are limited to \$1,500 in the aggregate.

Note: On dual pack systems the air conditioning side will only be covered if the air conditioning option was requested and the additional premium has been paid. **NOTE FOR SELLER:** Heating coverage is only available for the Seller when selected. When the Optional Seller's Coverage is selected, the heating system (including heat pumps) is limited to a combined aggregate of \$1,500 during listing period for diagnosis, repair and/or replacement. **Not Covered:** Registers; grills; built-in heat lamps; fireplaces and key valves; wood or pellet stoves; cable heat (in ceiling); collapsed, crushed, disintegrated or moisture damaged ductwork; flues and vents; ductwork testing and/or sealing; humidifiers; cleaning; filters; air filtration systems; portable heaters; zone control systems; solar heating systems; stands; locating leaks to ductwork; diagnostic testing of ductwork when required by law or when replacing equipment.

ELECTRICAL SYSTEM: ELECTRICAL PANELS; SWITCHES; OUTLETS; CENTRAL VACUUM SYSTEMS; REPAIRS ONLY TO WIRING AND LOW VOLTAGE INTERIOR LIGHTING SYSTEMS; TELEPHONE WIRING; SMOKE DETECTORS.

Not Covered: Light fixtures; remote controls; stretched outlets; removable attachments, accessories, hoses, or central vacuum blockages; meter and base; replacement of low voltage lighting systems; energy management or lighting & appliance management systems; phone jacks; wiring which is the property of the phone company.

PLUMBING SYSTEM: WATER HEATER (Gas/Electric, max 75 gal.); FLUSHING MECHANISMS; TOILET TANK AND BOWL (replaced with two piece white builder's standard when necessary); TUB AND SHOWER VALVES; GAS, WATER, DRAIN/WASTE PIPES; BUILT-IN BATHTUB WHIRLPOOL MOTOR AND PUMP ASSEMBLY; PRESSURE REGULATOR; INLINE SHUTOFF VALVE; Failures caused by RUST, CORROSION, SEDIMENT. **Note:** Polybutylene piping leaks, tankless and/or direct vent water heater repairs and replacements are limited to \$1,000 each in the aggregate. **Not Covered:** Fixtures; faucets; hose bibs; water conditioning equipment; landscaping or fire suppression systems; sewage ejector pump; main shut off valve; solar water heaters; water heater flues and vents; restrictions in fresh water lines; electrolysis; water discoloration; bathtub jet plumbing; shower heads and arms; bathtubs; sinks; tub and shower base pans; tile; caulking. Company will not replace a water heater because of noise and will not repipe the dwelling.

DRAIN LINES: Company will clear mainline stoppages that can be cleared through an existing cleanout without excavation. **Not Covered:** Hydro-jetting; broken or collapsed sewer lines outside the foundation; stoppages or roots that prevent the effective use of an externally applied sewer machine cable; removal of toilet; costs to install a ground level cleanout; chemical treatment; leach lines; septic system pumps; cesspool.

PUMPS: SUMP PUMPS; RECIRCULATING PUMPS. **Note:** Costs to repair and/or replace pumps are limited to \$500 in the aggregate. **Not Covered:** Septic system; sewage ejector pump; jet pump; aerobic pump.

FANS: KITCHEN/BATHROOM EXHAUST FANS; ATTIC FANS; WHOLE HOUSE FANS; CEILING FANS. Fans will be replaced with builder's standard, not deluxe or premium. **Not Covered:** Noise; wobbling; light fixtures; remote transmitters.

GARAGE DOOR OPENER: If replacing, Company will install system of comparable capacity and one that conforms to applicable legal standards. **Not Covered:** Doors; springs; remote transmitters; key pads; lights; hinges.

OPTIONAL COVERAGES FOR SELLERS AND BUYERS

The Seller must agree to additional payment in order to receive the following optional coverage. The Buyer is covered for the following optional coverage when additional payment has been made at closing.

AIR CONDITIONING SYSTEM: Coverage is available on cooling systems with cooling capacity not exceeding 5 tons per unit (2 units maximum). CONDENSER; COIL; EVAPORATIVE COOLING UNIT; COMPRESSOR AND MOTORS; BUILT-IN WALL UNITS. If in the course of providing a covered repair, Company determines that upgrades to a ducted air conditioning system are required to comply with 13 SEER and/or 7.7 HSPF requirements, Company will replace any covered components that are necessary to maintain compatibility with the replacement unit, including the indoor furnace or air handler, evaporative coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate drain lines, and thermostatic expansion valve. **Note:** Geo-thermal systems and water cooled systems repairs and/or replacements are limited to \$1,500 in the aggregate. **NOTE FOR SELLER:** If this optional coverage is selected, an optional fee for coverage must be paid at closing. Air Conditioning coverage is limited to \$1,500 in the aggregate during the Seller's coverage period. All other terms and conditions of the contract still apply. **Not Covered:** Cleaning; filters; cooler pads; gas or propane air conditioning systems; inaccessible refrigerant and condensate drain lines; costs related to recapture or disposal of refrigerants; mismatched systems; chillers; flues and vents; humidifiers; air filtration systems; zone control systems; collapsed, crushed, disintegrated or moisture damaged ductwork; portable room or window units; registers; grills; stands; locating leaks to ductwork; diagnostic testing of ductwork when required by law or when replacing equipment.

OPTIONAL COVERAGES FOR BUYERS ONLY

The Buyer is covered for the following optional coverage when additional payment has been made at closing.

GREEN OPTION: If a covered heating system (limited to gas furnace), water heater, or appliance (applies only to Energy Star available appliances) breaks down, subject to all other contract limitations, exclusions, and inclusions, and it cannot be repaired, Company will replace as follows: the heating system with a 90 percent or better rated efficiency model; the water heater with a tankless hot water heater; and the appliance with an ENERGY STAR Qualified product (replacement to have similar features as appliance being replaced and subject to availability). Paperless Transactions: where permissible by law, Company will communicate electronically with customers, reducing the amount of paper required in each transaction. **Note:** Coverage for tankless hot water heater replacements is limited to \$1500 in the aggregate. No costs for modifications or alterations will be paid for tankless hot water heater replacements or for heating system replacements.

RELOCATION/ALTERATION OPTION: Company will pay up to \$1,000 in the aggregate to perform equipment relocations and/or alterations that Company deems necessary to effect covered repairs and replacements to heating, air conditioning, or water heaters. Coverage extends to: structural items; access issues; vents; pads; stands; roof jacks; outside electrical; inaccessible refrigerant lines; inaccessible condensate drain lines. **Not Covered:** Cleaning; permits; disposal costs; ductwork testing and/or sealing.

SWIMMING POOL/SPA EQUIPMENT: Above ground and accessible parts and components of the filtration, pumping, and heating system (including the pool sweep pump, blower motors, motor, and timer). Both pool and spa equipment are covered if they utilize common equipment. If they do not utilize common equipment, then only one of the other is covered unless an additional fee is paid. **Note:** Heater repairs and/or replacements caused by rust, deterioration or corrosion are limited to \$500 per contract. **Not Covered:** Underground or inaccessible parts and components; cleaning equipment; pool sweeps; damage due to improper chemical balance; lights; disposable filtration mediums (grids, disposable cartridges, sand, diatomaceous earth, etc.); chlorinators; ionizers; ozone generators; heat pumps; water chemistry control equipment; remote control systems; motorized valves; valve actuators; computerized control boards; jets; fountain or waterfall pumps; covers and related equipment; structural defects; solar-related equipment; skimmers.

WASHER AND DRYER: Electrical or mechanical malfunction of standard or stackable units. **Not Covered:** Cosmetic problems, such as chipping, dents or scratches; plastic mini-tubs; soap dispensers; "all in one" wash/dry units; steam units; filter and lint screens; venting; damage to laundry.

KITCHEN REFRIGERATOR: Electrical or mechanical malfunction including icemakers and dispensers. **Note:** Coverage for diagnosis, access, repair or replacement of kitchen refrigerators is limited to \$2,500 in the aggregate. **Not Covered:** Insulation; racks; shelves; handles; lights; interior thermal shells; filters; food spoilage; stand alone freezers; refrigerator/stove combination units; multi-media center; refrigerators located outside the kitchen.

OPTIONAL COVERAGES FOR BUYERS ONLY *continued*

WET BAR REFRIGERATOR: Electrical or mechanical malfunction. **Note:** Cost to repair or replace unit (including diagnosis) is limited to \$500 in the aggregate.

WINE REFRIGERATOR: Electrical or mechanical malfunction. **Note:** Cost to repair or replace unit (including diagnosis) is limited to \$500 in the aggregate.

ROOF COVERAGE: Leaks resulting from rainwater penetrating the roof due to normal wear and deterioration of the building materials covering the roof. **Note:** Costs of diagnosis, repairs, parts and materials will be limited to \$1,000 in the aggregate. If replacement of the existing roof is necessary, in whole or in part, Company's liability is limited to cash in lieu of the estimated cost of repair of the leaking area only, as if the repair of that area was possible. **Note:** Service delays frequently occur during periods of rain and storms. While we make every effort to expedite service, no guarantees can be made. Under no circumstances is Company liable for consequential damages caused by leaks. **Not Covered:** Leaks that occur in a deck or balcony when said deck or balcony serves as the roof of the structure below; leaks in patios, porches or detached garages; leaks that result from or that are caused by roof mounted installations; skylights; un-workmanlike construction or repairs; missing or broken roofing materials; leaks caused by ice, hail, sleet, snow, earthquake, rot or improper design; persons walking or standing on the roof; failure to perform normal maintenance to roof and gutters; acts of God; leaks manifested prior to the effective date of the contract.

EXTENDED PIPE LEAK: Concrete encased and/or underground pipe leaks located outside the foundation of the covered structure, including waste, gas, and drain lines that service the main home or other home warranty covered structure only. The leak must be a result of normal wear and tear. Company will pay up to \$1,000 in the aggregate for diagnosis, repair or replacement. **Not Covered:** Faucets; hose bibs; gate valves; consequential damage; solar or sprinkler systems; above or below ground pool piping; landscape or downspout drain lines.

WELL PUMP SYSTEM COVERAGE: Well pump system that is the primary source of water to the home and is used for domestic purpose only: PRESSURE, HOLDING AND STORAGE TANKS; ABOVE GROUND PIPING AND ELECTRICAL LINES BETWEEN THE TANK AND THE MAIN DWELLING; DROP PIPE AND CABLE IN THE WELL; WELL PUMP (Maximum 2 HP). **Note:** Costs of repair and/or replacement of items other than the well pump, such as, but not limited to, plumbing pipes, booster pump, tanks, electrical lines, and labor to remove and/or replace well pump are limited to \$500 in the aggregate. **Not Covered:** Well casings; windmills; failures caused by lack of water; water quality; systems used partly or wholly for irrigation or agricultural purposes; re-drilling of wells.

SEPTIC TANK PUMPING: In the event a drain stoppage is due to septic tank backup, Company will pump one septic tank, one time only. **Not Covered:** The cost of finding or gaining access to the septic tank; chemical treatments; leach lines; septic system pumps; cesspool.

SEPTIC SYSTEM/SEWAGE EJECTOR PUMP: AEROBIC PUMP; SEWAGE EJECTOR PUMP; JET PUMP; SEPTIC TANK AND LINE FROM HOUSE. **Note:** Cost to diagnose, repair and/or replace the system, including pumps, septic tank and/or line is limited to \$500 in the aggregate. **Not Covered:** Tile fields and leach beds; leach lines; lateral lines; insufficient capacity; clean out; pumping.

RED TAG OPTION: If at the time of transfer of ownership a public utility company red tags a covered system or appliance — declaring it unsafe to operate and declining to activate it — Company will repair or replace said system or appliance. **Not Covered:** Public utility red tag issued prior to the effective date of this contract. Exempted properties under the TDS-14, unless utilities are on at transfer of title.

PREFERRED PLAN: The following items (which are excluded under the Standard Plan) will be covered under the terms and conditions of the contract:

APPLIANCES: Trim kits; racks; rollers; baskets; interior linings; clocks; rotisseries; handles; knobs; buckets; lock & key assemblies; self cleaning mechanisms; shelves.

HEATING SYSTEM: Registers; grills; built-in heat lamps.

PLUMBING: Faucets (replaced with chrome builder's standard); hose bibs; showerheads and arms; toilets replaced with similar quality up to \$600 per occurrence; water heater expansion tank.

DRAIN LINES: If drain line stoppages are unable to be cleared with machine cable, Company will provide hydro-jetting. Toilet removal when necessary for access.

FANS: Replacement of ceiling fans will be with similar quality.

GARAGE DOOR OPENER: Springs; remote transmitters; key pads; hinges.

AIR CONDITIONING: Registers; grills; disposable filters; window units; fees associated with the use of cranes when required.

REFRIGERANT RECAPTURE: Company will pay for the costs of refrigerant recapture, reclamation and disposal when necessary.

BUILDING PERMITS: Company will pay the cost for obtaining necessary permits for approved repairs and replacements up to \$250 per occurrence. Company will not be responsible for service when permits cannot be obtained.

REMOVAL OF DEFECTIVE EQUIPMENT: Company will pay for the costs to dispose of an old system or appliance that is being replaced under this contract.

CODE UPGRADES: Company will pay up to \$500 in the aggregate to correct code violations and/or code upgrades in relation to a malfunctioning covered system or appliance service if necessary to effect repair or replacement. The contract holder is responsible for the cost for changes or upgrades relating to hazardous material removal.

IMPROPER INSTALLATION: Company will repair or replace a malfunctioning covered system or appliance that was improperly installed, modified, or repaired, or was not properly matched in size or efficiency at any time prior to or during the contract term, provided the system or appliance is not undersized for the home. If said system or appliance violates a code requirement, the \$500 code limit applies.

LIMITATIONS ON LIABILITY

- EMERGENCIES:** Company will consider a request for service to be an emergency ONLY if, in the opinion of Company, the malfunction renders the house uninhabitable. Under no circumstance will failure of an appliance be considered an emergency. In the event Company determines that a malfunction has created an emergency, a reasonable effort will be made to provide expedited services.
- WHO DOES THE WORK:** Company will respond to your request for service by dispatching a contractor or technician. The contractor or technician will call you to schedule an appointment to perform the requested service. Only the work specifically authorized by Company will be performed. If you experience difficulties with the contractor or technician, contact Company.
- TRAVEL TIME:** If the covered property is in a remote area, or if it is necessary to hire a technician who charges travel time, Company will pay up to a maximum of \$75 for travel time. Travel time charges in excess of \$75 will be paid by the contract holder.

- ACCESS:** If it becomes necessary to gain access to a malfunctioning system or appliance by opening a wall, floor, or ceiling, Company will restore the opened area to a rough finish only. Company will not refinish, restore or replace countertops, cabinets, floor or wall coverings, or repair any cosmetic defect. Access to a covered item that is restricted or limited is not covered, and it is the homeowner's responsibility to provide access to the covered item. If a malfunctioning system or part thereof is encased in or covered by cement, and is within the perimeter of the main foundation of the home or garage, the liability of Company for the repair or replacement of said system is limited to \$1,000 per contract (the \$1,000 limitation includes cost of leak detection).

- INADEQUATE SIZE OR CAPACITY:** If a system, appliance or component is determined to be undersized or overloaded, or is proven to be inadequate, repair or replacement of the malfunctioning system or appliance is not covered by this contract.

- REPAIR OR REPLACEMENT:** Company solely will decide what repairs or replacements will be performed to a malfunctioning system or appliance. Replacements and repair parts will be similar in features, efficiency, and/or capacity to those being repaired or replaced, but may not match color, brand, or dimensions. Homemade, systems classified by the manufacturer as commercial, and/or non-standard systems are not covered. Company reserves the right to find, have made, or have rebuilt a hard-to-locate part or component. Company reserves the right to provide cash in lieu of a repair or replacement in the amount of our actual cost (less than retail) to repair or replace such item.

- MODIFICATIONS/DISPOSAL COSTS:** Company is not responsible for modifications to pipe runs, flues, ducts, electrical or plumbing systems, closets or any other structural modifications and similar conditions needed for access, repairs, or installation of a covered system. Company is not responsible for any costs to dispose of old parts or equipment.

- OTHER OPINIONS:** Company reserves the right to get other opinions on the repair or replacement cost. If Company decides to obtain other opinions, that decision will not result in additional trade call fees to the contract holder.

- BUILDING CODE OR GOVERNMENT REGULATION:** If building codes, Consumer Product Safety Commission standards, or government regulations prevent Company from repairing or replacing a system or appliance with similar capacity, or design, Company's liability is limited to the amount that it would have cost to repair or replace the system or appliance in the absence of such code or regulation. The contract holder is responsible for obtaining all permits, correcting any existing code violations, hazardous material removal/recapture and for any changes required by law.

- DELAYS/MANUFACTURER'S DEFECT:** Company is not responsible for delays due to labor difficulties, weather, delivery problems, availability of parts, or other events beyond its control. If a failure is caused by a manufacturer's defect, recall, defective materials or parts, or is covered under an existing manufacturer's, distributor's or in-home warranty, it shall not be covered. Company is not responsible for repair or replacement of any system or appliance or component thereof that is determined to be defective by the Consumer Product Safety Commission, or any other government/regulatory agency.

- ADDITIONAL SERVICE CRITERIA:** Contract coverage will be extended to unknown pre-existing conditions provided the defect or malfunction in a covered system or appliance was not discovered until after the effective date of this contract and provided the defect or malfunction would not have been apparent by visual inspection and simple mechanical test prior to effective date. If the Buyer or Seller or agent of either had prior knowledge of a defect or malfunction it will not be covered. Malfunctions to any system, appliance or covered option caused by rust and/or corrosion are excluded during the Seller's Coverage period. Defects found at the time of a home inspection report or by a utility company are excluded from coverage until proof of repair is received by Company.

- ACTS OF GOD, ETC.:** This contract does not cover damage to covered systems and appliances resulting from acts of God, mold, storms, lightning, mud, earthquake, nuclear incidents, war, riot, vandalism, fire, flood, hail, ice, snow, accidents, misuse, neglect, pests, pets, freeze damage, odors, abnormal wear and tear, power failure or shortage, surge or overload, attempted or improper previous repairs, improper design or installation.

- ELIGIBLE PROPERTIES:** This contract covers a single family dwelling, less than 5,000 square feet, used only for residential purposes. Homes over 5,000 square feet, multiple units, guest houses, and other structures are covered only if the appropriate additional fees are paid. A dwelling used for commercial purposes, or as a day care center, fraternity/sorority house, rest home, bed & breakfast, casita, or a school or for any other non-residential use will not be covered.

- COMMON AREAS/COMMON SYSTEMS:** If this contract is for a duplex, triplex, or fourplex dwelling, then all units within the dwelling must be covered by one contract for coverage to apply to shared systems and appliances. If this contract is for a multi-unit dwelling other than a duplex, triplex, or fourplex dwelling, then only items contained within the confines of each individual unit are covered (shared systems and appliances are not covered). Except as otherwise provided in this section, shared systems and appliances are not covered.

- CONSEQUENTIAL DAMAGES:** This contract does not provide coverage for damage caused to the home or its contents by a malfunctioning system or appliance, including, but not limited to, fire, water, and/or mold damage. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event or cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.

- RENTAL PROPERTIES:** If the covered property is a rental unit or if it becomes a rental unit during the course of the contract, the contract holder must notify Company of the mailing address of the property owner and must designate the party responsible for the payment of any trade call fee before service is rendered.

- RENEWAL/TRANSFER:** Contract may be renewed at Company's discretion only. In that event, contract holder will be notified of the prevailing rate and terms of renewal, which may be a different version. Contract rates may increase upon renewal. This contract may be transferred if the property is sold during the term of this contract; original contract holder must notify Company of the change in ownership in writing.

- REMODELING/ROUTINE MAINTENANCE, ETC.:** Damage to a covered system or appliance caused by remodeling activity or construction is not covered. Routine cleaning and/or maintenance, improper installation and/or design, or improper previous repairs and/or missing parts, will not be covered.

- VACANT PROPERTIES:** If a property is vacant and utilities are not on at walk-through, coverage will begin 10 days after all systems and appliances have been activated, tested and determined to be operating properly.

- CONTRACTORS' WARRANTIES:** Company will warrant service performed while a contract is in effect as follows: 30 days labor and 90 days parts from completion of the service call. Under no condition will new service be initiated after the expiration date of the contract without prior written approval.

- CANCELLATION:** This plan is non-cancellable, except for non-payment of contract or trade call fees, for fraud or misrepresentation concerning any material fact pertaining to the coverage provided in this contract, or upon mutual agreement between the contract holder and Company. If the contract is cancelled, the contract holder shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term less service cost, less a \$25 administrative charge. All requests for cancellation must be submitted to Company in writing.