

IN THE SUPREME COURT OF THE STATE OF NEVADA

Electronically Filed  
Jun 25 2020 10:03 p.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

HOME WARRANTY  
ADMINISTRATOR OF NEVADA,  
INC. dba CHOICE HOME  
WARRANTY, a Nevada corporation

Appellant(s),

v.

STATE OF NEVADA,  
DEPARTMENT OF BUSINESS  
AND INDUSTRY, DIVISION OF  
INSURANCE, a Nevada  
Administrative agency,

Respondent(s).

Case No. 80218

First Judicial District Court  
No. 17 OC 00269 1B

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Appeal First Judicial District Court, State of Nevada, County of Carson  
The Honorable James T. Russell, District Judge

**RESPONDENT'S APPENDIX  
VOLUME V OF V**

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**RESPONDENT'S APPENDIX CHRONOLOGICAL INDEX**

<b>EXHIBIT DESCRIPTION</b>	<b>DATE</b>	<b>VOL.</b>	<b>PAGE NOS.</b>
AB647: Exhibits C –D April 5, 1999	04/05/99	V	AA003286- AA003295
Exhibit 8: State of Washington Regulatory Action  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	01/27/10	II	AA002874- AA002905
Exhibit 1: California Regulatory Action  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	07/23/10	I	AA002776- AA002791
Exhibit H: Oklahoma Fine: Emergency Cease and Desist Order; Conditional Administrative Order dated January 7, 2014  Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)	07/29/10	IV	AA003136- AA003180
Exhibit D: Certificate of Incorporation: Home Warranty Administrator of Oklahoma, Inc. (Certified)  Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)	08/04/10	III	AA003078
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Exhibit 41: South Carolina Department of Insurance Licensing Application;  Continuation from Appellant's Appendix (Vol. IV): Updated Hearing Exhibits and Updated Witness List by Division (Cause No. 17.0050) (09/08/17)	04/05/11	V	AA003252- AA003285
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Exhibit 13: New Jersey Attorney General Press Release and Complaint  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	07/28/14	II	AA002937- AA002987
Exhibit F: New Jersey Final Consent Judgment: Hoffman, et al v. CHW Group, Inc. d/b/a Choice Home Warranty  Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)	06/09/15	III	AA003079- AA003132
Exhibit 6: New Jersey Attorney General Settlement Press Release and Final Consent Judgement  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	07/15/15	I	AA002831- AA002873
Exhibit 17: Rip-off Report Filed by Nevada Vendor  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	01/14/16	III	AA002994- AA002996
Exhibit 16: Rip-off Report Filed by Nevada Consumer  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	04/20/16	III	AA002992- AA002993

Exhibit 15: Rip-off Report Filed by Nevada Consumer  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	07/07/16	III	AA002990- AA002991
Exhibit 19: Click2Houston News Report: "Warranty Company Notorious for Denying Claims"  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	07/11/16	III	AA002999- AA003001
Exhibit 38: Nevada Consumer Complaint #4  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	07/12/16	III	AA003069- AA003072
Exhibit 18: Rip-off Report Review by Nevada Consumer  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	10/12/16	II	AA002995- AA002998
Exhibit 29: South Carolina Civil Action  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	10/17/16	II	AA003030- AA003068
Exhibit 14: Rip-off Report Filed by Nevada Consumer  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	10/31/16	III	AA002988- AA002989
Exhibit 10: Civil Action in New Jersey  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	11/18/16	II	AA002909- AA002929
Exhibit W: Report: DOI Computer Search for HWAN Consumer Complaints  Continuation from Appellant's Appendix (Vol. III) Hearing Exhibit List by HWAN (Cause No. 17.0050) (09/06/17)	11/29/16	IV	AA003207- AA003211

Exhibit 28: DOI Complied List of Complaints  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	03/08/17	III	AA003025- AA003029
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Exhibit 9: Better Business Bureau Report  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	04/07/17	II	AA002906- AA002908
Exhibit 27: CHW Email Advertisements  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	08/21/17	III	AA003016- AA003024
Exhibit 26: CHW Internet Advertisement  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	09/03/17	III	AA003013- AA003015
Exhibit 20: NBC Chicago 5 News Report: Home Warranty Business Accused of Not Paying Up  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	09/05/17	III	AA003002- AA003006
Exhibit 39: Fox 4 Problem Solvers: Overland Park Man Wants to Warn Others About Home Warranty  Continuation from Appellant's Appendix (Vol. II) Proposed Hearing Exhibits and Witness List By Division (Cause No. 17.0050) 09/06/17	09/05/17	III	AA003073- AA003075

<p>Exhibit HH: HWAN Files for Complainants  (Original Exhibit 1666 Pages)  (Redacted for Relevance and Brevity)  Included Pages: (16-20, 43-47, 86-90,172-176,  359-363, 465-469, 541-545, 831-835)</p> <p>Continuation from Appellant's Appendix (Vol. III)  Hearing Exhibit List by HWAN (Cause No. 17.0050)  (09/06/17)</p>	09/06/17	V	AA003212- AA003251
<p>Exhibit K: Claims Ratio &amp; Analysis 2011-2017</p> <p>Continuation from Appellant's Appendix (Vol. III)  Hearing Exhibit List by HWAN (Cause No. 17.0050)  (09/06/17)</p>	09/06/17	IV	AA003186
<p>Exhibit M: HWAN Customer Testimonials  Included Pgs.: 1-20 (Original Exhibit 867Pgs.)  (Redacted for Relevance and Brevity)</p> <p>Continuation from Appellant's Appendix (Vol. III)  Hearing Exhibit List by HWAN (Cause No. 17.0050)  (09/06/17)</p>	09/06/17	IV	AA003187- AA003206

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## CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the **RESPONDENT'S APPENDIX (VOLUME V OF V)** with the Clerk of the Court for the Nevada Supreme Court by using the appellate CM/ECF system on June 24, 2020.

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system as indicated below:

Constance L. Akridge, Esq.  
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/s/ Marilyn Millam  
an employee of the Office of the Attorney General

1/5/2012 17:13	Brent Eversole	N. Las Vegas	NV	89085	CHW has the fastest response time of any other warranty! I have never had a bad experience with CHW...they will always keep my business!
1/6/2012 17:17	Rock	reno	nv	89509	In spite of my request coming over the Christmas weekend, I received prompt attention & respnse.
1/11/2012 12:09	Young Joon Park	Henderson	NV	89052	This is my second selection on Home Warranty and this seems to be the best ever when I compare to my previous insurance. First of all, Choice's response is so fast and their contractors are rapid and punctual on appointment.
1/11/2012 23:09	Lois R Alander	Las Vegas	Nv	89183	This claim was for my Heating system & despite some delays, it was handled without dispute. Your employees were very understanding & accommodating. I will recommend your company to my son & daughter-in-law.
1/14/2012 17:08	Mireille Chevalier	las vegas	nv	89107	Our swimming pool pump leaked. I filled out a claim online. The next day a pool company called me to schedule a time for the repair. They came the following day and fixed the leak. That was my first claim with CHW and it was very easy.
1/17/2012 15:44	Craig Brown	Las Vegas	NV	89178	The Technician was knowledgable, on time and did it right the first time.
1/18/2012 15:22	Mark Melbourne	Las Vegas	NV	89147	I've used home warranties for almost ten years and Choice Home Warranty is by far the best. The service has always been top notch. We're most impressed with the value offered when you sign on for long term contracts. We not only have had all of our claims handled to our satisfaction but we're constantly impressed by CHW's follow up to ensure that we've established contact with the service provider. We will renew over and over again with Choice Home Warranty.
1/20/2012 10:04	Sonia Wynder	Las Vegas	Nv	89178	Good service from contractor and in a timely matter.
1/24/2012 17:15	JANICE SPEARS	las vegas	nv	89121	I had another home warranty company (AHS) before Choice and never got the service that I have now. Choice was fast set me up with a good company and the work was done very well in a timely manner. I am so glad I changed to Choice.
1/26/2012 19:54	Maria Lopez	Las Vegas	NV	89102	We own two rental properties in Las Vegas and reside out of state. We've dealt with CHW on several occasions in the past two years and our problems have always been immediately addressed! This is a godsend since diligence is critical in maintaining our properties up and running as expediently as possible!
1/28/2012 15:57	Michael Javier	Henderson	nv	89052	They came fast and fixed my fridge. I'm very pleased.
2/15/2012 7:25	Steve	Las Vegas	NV	89134	We were very pleased with Ideal Services. They fixed our commode and came in the assigned time.
2/20/2012 16:37	Harvey Pulliam	Las Vegas	nv	89134	We had a problem with our refrigerator and washer at the same time. The repair men were great. Repairs were done quickly and we had to pay only one \$45.00 charge Thanks.
2/21/2012 17:22	Juanita Green	Las Vegas	NV	89129	Technican was friendly, knowledgeable, and competent. Work was done to my complete satisfaction.
2/27/2012 9:23	Ann whitehead	las vegas	nv	89110	As always once we placed the call for the claim Choice responded immediately. The repair man was out the next day and determined that the microwave cost more to fix than to buy a new one and Choice was calling as they always do and following up. Superb customer service. I have referred many co-workers and friends to Choice and all have been satisfied with their polycys.

**AA003195**

**CHW070683**

3/1/2012 12:17	Michelle McAlpine	Las Vegas	NV	89129	Your response time was prompt, your repairmen were timely and efficient.
3/3/2012 16:47	Shannon Sibiski	Las Vegas	NV	89178	The contractor was very nice and efficient.
3/16/2012 8:02	Mark Melbourne	Las Vegas	NV	89147	Simply the best Home Warranty coverage available. All of my claims over the last two years have been met in a timely, professional manner. CHW has great follow up on the claims. I get a call just to make sure I've established contact with the assigned contractor. Impressive.
3/24/2012 13:00	Dennis Burch	Henderson	Nv	89014	I was very pleased with the service, from the 1st call to report the problem and the end results of when the technician finished his work, everybody was very pleasant and did their jobs well.
3/28/2012 13:33	ROY APUZZO	LAS VEGAS	NV	89129	HAD PROBLEM WITH DRYER AND HAD QUICK SERVICE AND WILL HAVE FIXED SHORTLY.
4/4/2012 15:06	Carl Solomon	Henderson	Nv	89011	Over the past 2 years I have found Choice Home Warranty to be an excellent choice for home warranty service. I have 5 of my properties under warranty coverage, and have experienced excellent service, economical rates, and timely follow-up on all issues. One of their choices, allowing me to select my own service company and then submit their bill for payment, I find very attractive and beneficial.
4/5/2012 11:18	Catherine Mallory	Las Vegas	NV	89149	Excellent service, immediate action taken. Electrical repair successful.
4/7/2012 14:16	Gerald Pereira	Las Vegas	NV	89123	I was amazed how quick Choice Home Warranty handled my claim and the fast service from it's contractor. The contractor was knowledgeable and professional. Thanks for the excellent service.
4/8/2012 16:48	Mireille Chevalier	las vegas	nv	89107	Filed a claim online for a clogged sewer drain. Next day plumber came, fixed the problem. Very easy!
4/9/2012 15:03	Dean E. Helling	Las Vegas	NV	89134	My request for service on my air conditioner was responded to with an excellent service technician in a very short time--with the needed repairs made and the unit back operating properly. Can't ask for better service than that.
4/12/2012 12:41	Hank Bachner	Las Vegas	Nv	89131	The service on the heater was excellent as well as was the service man Scott. Many Thanks for an enjoyable experience!
4/14/2012 14:30	Donna Reese	Las Vegas	NV	89144	Exceptional service, both from CHW and the repairman you sent over to repair our washer. Thank you so much! Hopefully our referrals has contacted you. If they haven't, it will be their loss. Have a great weekend!
4/20/2012 12:43	Lois R Alander	Las Vegas	Nv	89183	I've had this coverage for over a year, have had to use it 3 times, clothes dryer, Heating & just this week, my air conditioning. Choice responded immediately in each experience, a repairman came & remedied each problem. As a 71 yr old widowed homeowner, I really appreciate this service & will be recommending it to anyone even slightly interested. Thanks Choice! Your staff was outstanding!
4/23/2012 6:58	Danielle Johnson	Frederick	MD	21703	I usually submit my claims online but this time I called and spoke to a customer service representative. I wish I'd gotten her name because she was very warm and friendly which was just what I needed during my stressful plumbing crisis. They were very quick to assign a technician to come to my house and I got email confirmation only minutes after my call!

AA003196

CHW070684

4/24/2012 13:12	Barbara Edwards	Beaverton	OR	97007	I am very pleased with the way CHW handled my recent problem with our furnace, the staff at CHW was very efficient and prompt. The technician they sent out was knowledgeable and prompt.
4/24/2012 16:10	Susanne J. Dittmar	El Mirage	az	85335	I think the service was fast and without problems. Technician was well versed in his knowledge as a plumber. I would recommend Geiko Plumbing to anyone if asked or not asked.
4/25/2012 8:53	Diane Slothower	Largo	FL	33773	The company that was referred to take care of my problem was very prompt, professional and fixed the issue in the most timely manner. Thank you!
4/25/2012 14:15	Charles wong	flower mound	tx	75028	Recently one of the burners on my stove wouldn't heat up, I filed the claim @ 700am on-line by 830am the technician called and scheduled the same day PM to come in and fix it. Speedy response, excellent service.
4/25/2012 19:51	Robert Hoch	Trophy Club	TX	76262	Ed's Appliance is the best all around appliance repair shop I have ever dealt with. I recommend him to all my friends and used him for a non-covered repair to a wine refrigerator.
4/25/2012 22:43	Evgeni Yordanov	Alabaster	AL	35007	Would recommend Home Choice Warranty to everybody. We had two claims so far, and both were processed quickly. Very satisfied with the service.
4/26/2012 18:04	Ursula del-Aguila	mckinney	tx	75071	I called CHW on a friday, thinking that it would take them at least till monday to respond, but in less than 4 hours, I had my washer fixed and running. Thanks CHW for the great service!
4/27/2012 12:06	ALLEN G. HART	RAHWAY	NJ	7065	Queen Sweep was the vendor you sent. They are great, going the extra step to solve the problem. I will request them again should I have a similar problem.
4/27/2012 12:07	James perinovic	oklahoma city	ok	73135	Everything was easy and fast! They took care of me!
4/27/2012 13:25	Mary Toglia	Manchester	NJ	8759	I had Bobby Flagg come to repair my Maytag washing machine. He was very efficient, helpful, and friendly. I would recommend him highly and certainly will ask for him again if needed.
4/27/2012 14:01	Lisa McDermed	Peoria	Az	85383	I have Choice Home Warranty on my numerous rental properties & have always found them to be an asset.
4/27/2012 14:05	Dennis Pierson	Colleyville	TX	76034	Choice was very responsive and provided a repair person's name in short order for the repair of our washing machine. We were able to schedule to fit our needs and were in operation in 2-3 days since parts had to be ordered. I received several calls from Choice to confirm communication with repair man and to confirm work was completed.
4/27/2012 15:20	Dennis Cheega	SWEDSBORO	NJ	8085	I was directed to contact Dynamics A/C and heating Service. Within 2 hrs, a technician was servicing the furnace. Thinking the problem was solved, he left but by evening another call was placed and Mr. Butler returned the following day. Checking out all possibilities including the thermostat, the furnace came on again and has been operating great without any problems. I would definitely recommend Mr. Butler to any one. His knowledge of a steam boiler was impressive and checking out all possibilities reassured me I had made the right call.
4/28/2012 4:36	Michelle Cellio	Leland	NC	28451	The company came out the same day we called!!! It was amazing!!

AA003197

CHW070685

4/28/2012 13:28	Barabara DIANNE Stiff	Bonham	TX	75418	I am a new purchaser of a Choice Home Warranty. My daughter has been insured by Choice and due to her excellent experiences, she signed me up. I had not gotten a copy of my policy when I had dishwasher trouble. A quick call to your company resulted in my copy of the policy being mailed that day and a service call being arranged for the next day. The service men arrived as scheduled, and arranged for the proper part and repairs. I paid them the small service call fee and will not be washing my dishes by hand any longer.
4/28/2012 13:39	Linda Cox	Humble	tx	77346	I have had Choice as my Home Warranty since 2010. When I have had to call and use it. They are very speedy about getting me a repair service out to my house. Then they call to make sure everything has gone ok. I have had other Home Warranties in the past, but Choice is the #1 in my books. I have referred several friend and co workers, and they love them also.
4/28/2012 15:51	Debbie Gillespie	Tempe	AZ	85282	My 22-year-old dryer started making awful noises, like chickens being tortured, so I called Choice on a Sunday afternoon. Choice sent a repair person to my home by Monday morning. He replaced the bearings and belt, and now my dryer has never been so quiet and works so well. He thinks it should last another 22 years!
4/28/2012 22:23	Vernon Love	Cordova	Tn	38016	I was very pleased with the service I received from Cole's Air Conditioning & Heating. The service person was very prompt. He was also very Knowledgeable concerning the nature of the repair job. I would gladly use this company again. Thanks.
4/29/2012 8:27	MARY RIDINGS	PHOENIX	AZ	85024	EFFICIENTLY WAS 10+ FOR EVERYONE INVOLVED. THE PLAN/PRICE AND DEDUCTIBLE WAS THE BEST I FOUND. I LOVED THE FACT IF THE PERSON DIDN'T CALL BACK IN 30 MINUTES I COULD CALL IN AGAIN AND I WOULD BE ASSIGNED ANOTHER PERSON. THE GUY THAT CAME WAS ALSO A 10+. I AM THRILLED WITH THE SERVICE SO FAR. KEEP UP THE EXCELLENT WORK!!
4/29/2012 13:05	Chris Hannah	Las Vegas	NV	89115	Last year the home we had bought and built had to become a rental because of our military life. After we moved out, almost immediately we had 3 claims on our home. Choice Home Warranty not only handled our claims quickly, but sent out great technicians who helped our renters and gave us great peace of mind. Everything was handled - and covered - perfectly. We recommend Choice Home Warranty to all of our military friends who have come across the same situation of needing to turn their owned home into a rental; its better, cheaper and easier than hiring any realty company!
4/29/2012 20:13	leng mak	garland	tx	75040	Best service,and the best customer service, I highly recommend this service.
4/30/2012 8:56	Ann whitehead	las vegas	nv	89110	I must say, as always, as soon as the call was made CHW was on it with arranging for service. The service people were efficient, showed when they said they would and fixed the air conditioning in a matter of 2 days, and that is with parts being ordered. A warranty with CHW is truly worth the small monthly premium we pay. The best home warranty that we have found and we have been with them for about 4 years now. The best!!!!
4/30/2012 11:14	Elizabeth James	Houston	Tx	77099	I needed my air conditioner checked. They came had it running great in less than 45 minutes!

AA003198

CHW070686

						I have had great experiences with ChoiceHomeWarranty. Whenever I call to make new claims, great professionals take my orders and follow through to make sure my claim receives attention. They will email with the assigned contractor/technician information and follow through on the phone to make sure I get the information. Couple of days later, they will call to make sure I was able to get hold of the technician or make the calls themselves and connect me with the assigned tech 3-ways. They are awesome, the best I've had in my 10 years of homeownership and dealings with home warranty.
4/30/2012 13:42	Pauline Williams	Stafford	TX	77477		
4/30/2012 14:56	Bruce walker	n las vegas	nv	89081		Service was great.
5/1/2012 12:28	Charles J. Castellana Jr.	N. Las Vegas	NV	89084		Very knowledgable, professional, and if there is such a thing great service call.
5/1/2012 12:29	Delia Watts	Royse City	TX	75189		I was amazed at how quickly they responded to our claim. Within minutes of putting the request in online, I received an email notifying me it had been referred to a service provider. Although it was just a garbage disposal this time, it is nice to know that the quick and efficient help is there when needed. I have used other warranty companies in the past and it was always a hassle to get someone to come out because of the customer service or the service provider did not want to deal with the insurance company. I have not had that experience with Choice Home Warranty.
5/1/2012 12:30	Jehangir Mistry	Sugar Land	TX	77479		This was our first experience with a claim to Choice Home Warranty, and we were very nervous how the whole thing was going to turn out. But from the very first call we made to them, Choice was responsive and unbelievably prompt in followup. The company they picked for providing the service sent a very professional and competent technician to fix the microwave. We have already saved many months of coverage payments just from this first repair. The peace of mind that comes from knowing that Choice will take care of any of our problems with appliances in the future is very reassuring. I hope I don't have any more problems with any of the covered items, but if I do, I won't dread it!
5/1/2012 16:14	Kimberly Black	Avondale	LA	70094		Peace of mind is priceless!
5/2/2012 17:10	Kim Markham-Weaver	Carrollton	TX	75007		I am very pleased with Choice Home Warranty. I use to be with American Home Shield, but was referred to your company a year ago. I have since sent a couple of other people your way.
5/2/2012 21:17	GARY KATZENBERGER	SCOTTSDALE	AZ	85266		I had my first claim fo my A/C not working and all went well. I did use my service people, Empire Plumbing that Scott said I could use when I purchased the contract. They were here since I bought the place new 12 years ago and are a real honest company. Jasmine gave me my claim # and I was fixed and cool. I faxed my paper work in and they are ready to send me the check they confirmed today. Now that is service. Thank you CHW.
5/3/2012 12:14	C Foster	Fayetteville	NC	28311		I entered my claim for my AC online and my claim was assigned to a technician the next day (within 24 hrs). Choice Home Warranty also called and notified me that my claim was assigned to a technician and provided me with their contact number to arrange service at my convenience. Choice Home Warranty was courteous and responsive to my claim and questions. The technician that was assigned was courteous and fast.

AA003199

CHW070687

5/3/2012 12:34	Deborah Buford	Baton Rouge	LA	70815	My experience with Choice Home Warranty was Great! The scheduled appointment with the plumber was scheduled quickly and the plumber was on time as scheduled.
5/3/2012 13:17	Candace robinson	Phoenix	Az	85032	I was amazed at the very timely response I got. It hadn't been even 10 minutes since I called until I got a phone call back with the name and # of the repair company, and they were very quick to come and get the job done.
5/3/2012 14:04	Rusty Brown	Rancho Cordova	CA	95742	I have had Choice Home Warranty for about 6 months now and have had to use them 2 or 3 times. Each time the service has been extremely fast and the technicians they sent were top notch. The price and level of service from the service techs to the phone representatives have been exceptional. I'd recommend Choice to anyone looking for a peace of mind. It's taken all of stress off me and my family in regards to home repairs and misc. things. I know Choice is a website or phone call away. Thank you Choice Home Warranty!!
5/3/2012 14:18	Christopher reddon	gilbert	az	85233	I was very pleased with the quickness in service provided.
5/3/2012 15:00	MAYA SAHU	FORT WORTH	TX	76112	Choice Warranty took care of our request very fast and are very reliable in delivering what they stand for. We are very happy that we have Choice Home Warranty.
5/3/2012 15:01	Jerry Barag	College Park	GA	30337	Air conditioning wasn't cooling and the service call went smoothly. Just called and arranged with the local service representative. After adding coolant the system works fine.
5/3/2012 21:17	Lisa Shoop	Mooreville	NC	28115	The person I spoke to was helpful in contacting a contractor for me. I had my AC fixed within 24 hrs. of calling.
5/4/2012 14:11	Anthony Klein	Marco Island	FL	34145	Serviceman was on time. Had the problem repaired in short order. Unit running fine.
5/4/2012 14:54	Richard capparelli	round lake	il	60073	Choice Home Warranty is the best. I needed some assistance with a sewer problem they we're johnny on the spot. Great service!
5/4/2012 16:51	Lynn Richards	Salisbury	NC	28147	You guys were great. Thank you very much for your help.
5/5/2012 11:08	Carolyn Peterson	Cincinnati	Oh	45211	Wonderful service...quick turnaround.
5/6/2012 23:00	Ken Masden	Henderson	NV	89015	Fast service. A/C component went out and it was fixed within 24 hours. Thanks!
5/7/2012 13:28	Pauline Williams	Stafford	TX	77477	As a home owner for the past 10 years, I have had to use home warranty services even for my primary home in Las Vegas, but I must say that Choice Home Warranty has been the best so far. They are dedicated group of professionals there to help and satisfy the customer--me. From the time I called to make a claim till the job was done, they are there all the way, calling, even on 3-way to set up appointments with the service technicians, seeing that the job was done satisfactorily, even, changing service technicians at times to get the job done on time. They are the BEST, and I'll not hesitate to refer my friends nad neighbors to them now and in the future.
5/7/2012 17:51	C I steele	Baton Rouge	la	70806	The warranty repair was completed timely and the repairman did an excellent job!

AA003200

CHW070688

						I have been a customer of CHW for several years now. For any service call I have placed, they were quick to contact the contractor that I needed. The contractors were in touch with me usually the same day if not the next morning. Having the warranty through CHW is a huge time saver. You don't have to go through the phone book or search the web for the contractor you need, CHW does it for you. It also is a huge money saver. Even though you pay for the warranty and a deductible for each service call, the amount of money you can save versus not having the policy and paying for the repair costs out of pocket more than pays for the cost of the coverage. I have and continue to recommend CHW to family and friends. Thanks.
5/8/2012 10:58	John Dressler	Canal Winchester	OH	43110		
5/8/2012 12:03	Alene Hardin	Evergreen Park	IL	60805		The services that were provided were excellent.
5/8/2012 12:12	John Nohrenberg	Murphy	TX	75094		Talk about Fast - my AC technician went above and beyond. In TX you can't mess around with heat. If you have no air conditioning, you are in trouble. My technician made sure I was up and running. Great Job Choice at choosing responsive companies to represent you.
5/8/2012 12:20	Gwendolyn Bennett	Raleigh	NC	27610		My experience with getting my AC unit repaired was great.
5/8/2012 14:20	Eric Gold	Calabasas	CA	91302		I have been with Choice Home Warranty for a while now, and I have had great luck with their service people. When my pool pump blew a seal, Aquamarine took care of the problem right away.
5/8/2012 14:35	Tony Gianquinto	Miami	FL	33196		Excellent service. Fast. Made the best decision to transfer from American Home Shield. Technicians are excellent!
5/9/2012 11:11	Richard Isaac	Spring	TX	77379		Can't believe it! I called Sunday morning May 6 & talked to a live person. Within a few minutes I received an e-mail with the name & phone # & then the owner called to say he can come out the next day to check on my problem. Tuesday morning I had a new garbage disposal installed. More than happy with the service.
5/9/2012 13:16	Warren Thames	Killeen	TX	76542		The response time is second to none. A service tech will be knocking on your door within 24 hours.
5/9/2012 18:05	John Siegrist	Las Vegas	NV	89123		CHW was quick to get a tech out to the house.
5/9/2012 19:09	George Schreiner	cape coral	FL	33109		First time i need to use the service and the process was simple. Put the claim online and received a email within 1 hour with the contractors information.
5/10/2012 8:16	CHARLES ASARE	HYATTSVILLE	MD	20783		I've been with Choice since December last year and made my first service call on the 8th of May. I was expecting them to give me excuses but to my surprise, within an hours time, my service appointment was scheduled and I had a plumber in my house that same day and my clogged/leaking drain was fixed within hours. I really thank you for your excellent service and hope you will keep it up!
5/10/2012 11:11	Lila Elshazly	Houston	TX	77064		We love the service, are very pleased to have found you. We had just bought the house and everything was working great, and almost everything is. We've had a house before & knew that things will always happened. After looking up several warranty plans, we called you and the young man was very clear and we decided to go with it. Best decision ever. The guys who came to fix the dishwasher are professional, pleasant and prompt. They took their time, carefully analyzing every possible cause of the problem, 3 visits. Terrific all around.

AA003201

CHW070689

5/10/2012 12:26	Lori Lee	New Palestine	IN	46163	This was my first claim with CHW and I was very impressed by the quick turn around and the repair man they used was friendly, very efficient and solved my problem. Matter of fact he had to come back twice because the new part(dishwasher pump) was faulty and he did not complain and came back out next day!
5/10/2012 12:26	Lazaro remior	miami	fl	33186	The technician sent by southern confort ac was amazing. He answered immediately and was in my house shortly. Luis worked very hard and until late to fix the problem. My biggest congratulations to CHW for having contractors like southern.
5/10/2012 14:36	Jane Warner	Spring	TX	77379	The company that came to check my A/C was able to diagnose the issues fairly quickly and once he had the proper authorizations completed the work cleanly, quickly and was very pleasant. Our A/C is now working beautifully!
5/10/2012 14:54	Michael holsonback	buckeye	AZ	85326	Technician arrived on time, very knowledgeable and efficient, fixed fan, works perfect. Would recommend him to anyone. Thank you for the service!!!
5/10/2012 16:25	RITA VALVO	GALLOWAY	NJ	8205	THE GENTLEMAN THAT WAS SENT TO FIX MY 2 APPLIANCES, WAS SIMPLY WONDERFUL. HE KNEW EXACTLY WHAT HE WAS DOING. HE IS FROM JAZZ AIRE, HIS NAME WAS MARK. I WAS VERY SATISFIED.
5/10/2012 11:14	Beverley Zimbelman	ormond beach	FL	32174	I called in a claim this morning at 7:30am for my AC and by noon you had dispatched a technician and he had fixed the problem. This is the first time I have put in a claim with your co. I changed from 2:10,who were awful. So a BIG THANKS. AWESOME JOB
5/10/2012 20:35	Candace robinson	Phoenix	Az	85032	Choice was very quick to get a solution for my problem. Communication was very quick and helpful. I am very pleased that I chose Choice Home Warranty!
5/11/2012 17:07	Jennifer Green	Las Vegas	NV	89121	I called to have someone look at a leaking pipe from my pool filter. I did not have to go through a recording, I was able to speak to someone right away. Within 10 minutes I was able to contact the company they had assigned and they came out the next morning. Everything was fixed and it was so much easier than my previous home warranty company. THANK YOU CHOICE HOME WARRANTY!
5/12/2012 12:04	Sheila Bornemann	Houston	Tx	77083	I was very happy with the tech sent out by choice warranty. He was very knowledgeable and seemed to help resolve the problem quickly.
5/12/2012 14:13	Irina Martino	Sandy Springs	Ga	30350	Recently I had a problem with my A/C not blowing cold air. Of course, this happened over the weekend. No problem for Choice. The technician they assigned, Phil Cool, was outstanding. He had the system up and running in less than half an hour. He was punctual, courteous and knowledgeable. I applaud choice for having such a great contractor.
5/12/2012 16:32	Ann Boyd	wilson	nc	27893	I am pleased with the service that Choice has given me. I only had my policy a few weeks when I had to call for service. They were prompt. My second request was a few weeks ago again prompt and courteous. The servicemen have been polite and professional. I have recommended them to my friends.
5/12/2012 17:13	Yi Fung	north las vegas	NV	89032	CHW has the best customer service.
5/12/2012 17:14	Chris Naismith	Fenton	MI	48430	This was my second experience with making a claim with Choice Home Warranty. There were no hiccups in the service and the company I was referred to came and serviced my AC unit in a timely fashion. Thank you.

AA003202

CHW070690

5/12/2012 21:12	Jesse Stevens	Newburgh	NY	12550	Whenever something go wrong in our home sweet home our first reaction is to worry.. I am so glad that when I called Choice I was treated with concern and assurance everything would be taken care of. Thank God Choice professional service had my plumbing problem fixed in 48 hours. It nice to know there is a company that is as concerned as I am about "home sweet home." When you have house troubles Choice is on your side.
5/13/2012 10:52	Shana	Augusta	GA	30909	I love CHW! The company Choice sent out to service my AC was prompt and efficient. I had two different claims and they serviced both at the same time which saved me alot of time. I will most definitely recommend to friends!
5/13/2012 19:55	Mark Melbourne	Las Vegas	NV	89147	We've purchased a couple of home warranties in the past and have enjoyed good service but Choice Home Warranty is the best. Their response and follow up is the most impressive part. We don't shop around anymore. We'll continue to renew with Choice Home Warranty.
5/13/2012 20:33	Myra lubitsch	henderson	nv	89052	Great service. We are very pleased.
5/14/2012 7:38	Penny J Peterson	Canyon Lake	TX	78133	This is the first time I have had to use CHW and I am so pleased with with speed and ease of having my appliance repaired. I have used other Home warranty companies who have failed miserably. Thanks to everyone who assisted from the first call, to the repair, to the follow up. The company that was dispatched to my home was courteous timely and knowledgeable.
5/14/2012 10:45	JUDY GARDNER	SAN BENITO	TX	78586	EXCELLENT - Choice Personnel took Extra Care. Entire progression to my complete HAPPINESS!! This one was a difficult one to figure out AND DIAGNOSE THE PROBLEM - but the Tech: Jim was outstanding, knowledgeable, personable, courteous - the epitome of a perfect service tech. The Service company & Tech were beyond any expectations. I had occasion to talk on phone w/2 different gals in the office and they were polite, helpful and went the extra mile. I rate the service: Excellent ++++
5/14/2012 12:32	Hally Garner	Hot Springs Village	AR	71909	We were most pleased with the promptness of the air conditioner repairman. He was friendly and efficient. He solved the problem in a timely manner. We are most pleased with how Choice Home Warranty handled everything.
5/14/2012 14:08	Vincent sirangelo	freehold	nj	7728	i have never experienced the professional way your service man conducted him self arrived at the appointed time , ordered [part nedded and came back at appointed time and he very polite , i would not hesitate to recommend your service to my family and friends
5/14/2012 14:09	Vincent sirangelo	freehold	nj	7728	I have never experienced the professional way your service man conducted himself. He arrived at the appointed time, ordered [part nedded and came back at appointed time and he very polite. I would not hesitate to recommend your service to my family and friends.
5/14/2012 15:48	Laureen Vassallo	Lakewood Ranch	FL	34202	I just completed my first home repair through the CHW warranty program. I was amazed how easy it was to schedule a service call. The repair team was on time and professional. I would definitely recommend CHW Warranty!
5/14/2012 19:43	Stephanie Allegrucci	Las Vegas	NV	89147	Saved us many times! We have received wonderful care from Choice each time we have a problem with our out of state rental. Don't know what we'd do if we didn't have Choice to help!

AA003203

CHW070691

5/15/2012 7:34	John Dressler	Canal Winchester	OH	43111	CHW has saved me time and money with their coverage again. This time on a plumbing problem. They were very quick in finding a contractor who responded immediately to my need and fixed the problem the same day. Thanks, CHW!!
5/15/2012 14:08	Debbie Armstrong	North Las Vegas	NV	89084	Contractor re-programmed hot water heater & it worked! Love honesty!!! They even called as a follow-up to make sure it was still working :)
5/15/2012 15:35	Nathanael Haas	Dallas	TX	75225	Big D Appliance Service arrived as scheduled. Their technician Wade determined why our refrigerator was not cooling and replaced a fan that was not working. Our refrigerator is now working well.
5/15/2012 15:36	Melanie Petri	Bonita Springs	FL	34135	The entire service from the receptionist to the technician was excellent. The Technician was prompt, courteous and very helpful. Thank you.
5/15/2012 17:20	Kathy	San Angelo	TX	76904	I was both satisfied with Choice Home Warranty's service as well as the plumber that they sent ot repair my garbage disposal. Thank you!
5/16/2012 12:22	Tracy Imler	Tega Cay	sc	29708	Choice Home Warranty was very quick to respond to our request for service. I recently had a dishwasher problem. The service provider contacted me within minutes of my claim and scheduled an appointment within 24 hours. I was very impressed with the prompt service and have recently referred my
5/16/2012 13:19	Stephen capece	las vegas	nv	89144	daughters to CHW as new customers.
5/16/2012 14:10	Steven Gershman	Henderson	nv	89052	I thought the service was fast and efficient.
5/16/2012 15:33	Claude and Jo Ann Ruzicka	New Hyde Park	NY	11040	When the tenant in our Florida Condo phoned us with a request to service her garbage disposal, we contacted CHW and within 2 days the unit was replaced at the convenience of our tenant and at no cost to us as this was my first request for service. The tenant was very pleased and we are very grateful for the quick and efficient response. CHW was true to their word.
5/17/2012 0:12	SHALYNDA O MCIVORY	SNELLVILLE	Ge	30078	I filed my claim and received service on the same day! The representative that helped me on the phone was pleasant and helpful. I'm glad I found Choice Home Warranty and will recommend them to my friends!
5/17/2012 7:32	Harish Bangera	Houston	TX	77084	My A/c wasn't cooling, called CHW and next working day JK A/C was there and fixed the problem. Customer service is very good they called the contractor on parallel line to give me arrival status of the contractor.
5/17/2012 10:47	Diane Jensen	Mesa	AZ	85210	I had another warranty company for four years. It was always difficult to contact them and to arrange for a service technician to assess the problem. CHW is convenient to contact, and if there is an issue with the assigned technician, they are quick to respond.
5/17/2012 12:33	Pedro Alicea	McKinney	TX	75070	Service was great. Prompt response and the guy they sent fixed the dryer very quickly. No problems since then with the dryer.
5/17/2012 15:17	VITO J. PERRICELLI	CHANDLER	AZ	85225	EXCEPTIONAL PERSONAL SERVICE, COURTEOUS, AND EFFICIENT.
5/17/2012 15:25	DAN CARDINOTTI	HENDERSON	NE	89074	PINNACLE POOL SERVICE SERVICE MAN REPLACE THE TIME CLOCK FOR THE POOL AND IT IS WORKING FINE. HE WAS VERY POLITE AND COURTEOUS.
5/17/2012 20:53	Heather Pfeifer	Jenks	OK	74037	We had a great experience utilizing our home warranty. Quick, excellent service! Thank you for the savings!
5/17/2012 21:59	Anthony ONeal	Bronx	NY	10472	FAST SERVICE. GREAT CUSTOMER SERVICE.

AA003204

CHW070692

5/18/2012 8:49	Shedrick Williams	Baltimore	Md	21206	Excellent Home Warranty!!!! They have never let me down. I recommended Choice to several family members, friends and co-workers.
5/18/2012 13:02	John Achrem	Henderson	NV	89074	Opened up a claim for one of our AC units. After submission, and consistent with other service companies, we received and auto responder confirmation. However, unlike my prior home warranty company, I had a follow up call (with a live person) within 15 minutes! Most importantly, living in Las Vegas, AC issues (when it is 100 degrees) and response time are VERY important. With that in mind, I had a technician on site, the repairs were approved, executed and completed within 2 1/2 hours! AMAZING service! We're still in awe!
5/18/2012 15:32	Catherine Mallory	Las Vegas	NV	89149	Escellent service. Our pool pump has burned out on the weekend and by Monday we had a technician come out and replace the pump. Everything works fine, strongly recommended.
5/18/2012 19:07	Michael Pancer	Valrico	FL	33596	Service man showed up within the hour as expected, found the leak in the unit and fixed it quickly.
5/18/2012 19:13	Joseph Scott	West Bloomfield	MI	48323	The service was excellent, as promised, therefore expected. The service call person was courteous and very knowledgeable, and he took time to explain everything to me, in a way that I can understand, and CHOICE made the right CHOICE in the end. Thank you again.
5/18/2012 20:01	Gary yocum	port orange	fl	32127	We had a problem with our clothes dryer not getting hot, we called chw and they promptly set a time for a local company to come and fix our problem. they came at the appointed time, were friendly and courteous and most of all fixed the problem. thank you for being efficient.
5/19/2012 9:31	Saundra Sue Dever	Columbia	MO	65201	I recently bought a new home and decided to try Choice Home Warranty. It sounded like a good investment for unexpected repairs. And of course, my oven decided to breakdown. I called Choice Home Warranty. Within 12 hours I received a call from the service repair specialist and we scheduled an appointment for the next day. He evaluated the problem and told me the repair cost of approximately \$300.00. He also said he would call Choice Home Warranty and let them know. The next day he called to say Choice Home Warranty approved the claim and would pay for the repair. My oven will be fixed within a week of the break down; it will have cost me the price of a service call; and I don't have to fret to find the money to cover the cost of the part. I would, and do, recommend Choice Home Warranty!
5/19/2012 12:26	Deepak Verma	edison	nj	7726	I was very happy with the response and service i got from Choice home warranty when my water heater stopped working last week. I was assigned the technician within an hour and it was repaired on the same day. The service was very professional and prompt. I will recommend my friends and family to get CHW.
5/19/2012 12:29	Rosalind Morehead	Hurst	TX	76054	This was my first experience since I switched from my old home warranty company to Choice. They were prompt and courteous in setting up my service call. My issue was resolved within 24 hrs.
5/19/2012 12:46	Ruth gonzalez	baton rouge	la	70810	Lawrence A.C. came out immediately to fix my problem, which was a dirty condenser. (I had had another person tell me that i had to replace it). He was courteous and efficient.

AA003205

CHW070693

5/19/2012 12:58	Patricia Kessler	Chandler	AZ	85226	Repairmen arrived on time and went right to work. They showed me what they found that was blocking my disposal. They put it back together and turned it on so I could see it was working fine. They were quick and efficient and I was very pleased.
5/19/2012 18:21	Bianca McCloud	Fort Worth	TX	76140	Choice was very effective in getting my refrigerator repaired! The \$60 deductible was all that I had to pay although the receipt reflected the charges to be \$120! What a savings! I am so glad that I chose Choice!
5/20/2012 6:29	Lisa tillman	indianapolis	in	46235	The service on my dishwasher was fast and easy. I enjoy choice home warranty enough that I am selling it to my cousins and friends. After the dishwasher service the service has already paid off for the years cost I paid. I will forever keep CHW.
5/20/2012 6:45	Beverley Zimbelman	ormond beach	fl	32174	I called at 7:30am to report my AC not working - by 12:30 the same day I had not only been contacted by a technician but he had come out and fixed it!!! I switched to Choice from another company who took 3 weeks to authorize a part to fix another AC unit!!! Awesome job Choice - keep it up!!!
5/20/2012 9:19	Joseph Holmes	Friendsville	tn	37737	I had called on a Friday afternoon because my heat pump had become inoperative. By 6pm the same day the unit was repaired. You cannot ask for better service than that.
5/20/2012 9:44	Denise Gately	Scottsdale	AZ	85259	Although a little confusion in the beginning, everything was handled promptly and expedited to our satisfaction! The serviceman was awesome and the experience resulted in a happy customer!
5/20/2012 10:41	Barbara dann	Cave Creek	az	85331	Our air conditioning went out during the night. We called first thing in the morning. It was going to be over 100 degrees again here in AZ. We got a call back in less than an hour and the service guy was working on the problem less than 3 hours later. It took a couple of hours but we were cool and comfortable that afternoon. Our former warranty company had gone out of business and I seriously considered risking going without. I am very glad I decided to sign up with Choice.
5/20/2012 19:55	Tanya	FortWashington	MD	20744	The service I received was excellent. The gentlemen were very professional and quickly resolved a problem. KUDOS!!!!!!
5/21/2012 11:51	Ilene Daanen	Richmond	TX	77469	I had a plumbing issue and called Choice Home Warranty to let them know. They called me back within 15 minutes with the name and number of the company that I could contact to come out and resolve my issue. Within 48 hours my issue was resolved and it only cost me \$45.00 to get my issues resolved without me having to spend more time and energy and money on trying to fix it myself.
5/21/2012 15:28	Dennis Glenn Wilkerson	Highlands Ranch	CO	80129	I had an issue with my refrigerator not cooling. I called Choice Home Warranty and within 2 hours they had someone at my house fixing the problem.
5/22/2012 13:09	Mary Chalaire	Picayune	Ms	39466	The best customer service & the best warranty company I have ever had the pleasure of having. Always the most TOP NOTCH in service. Thank you for all you do. Everything that I had to claim was handled like I was the most important customer!
5/22/2012 13:25	James duncan	hoover	al	35226	I had a problem with my AC, and the service crew CHW sent took care of the problem quickly and easily. Very good experience.
5/22/2012 13:57	Elvie Nisan	Las Vegas	NV	89144	The service was excellent! The plumbing company scheduled my appt and plumber came the next day and fixed all the plumbing problems that was necessary. Thank you again.
5/22/2012 14:42	Steven	Henderson	nv	89052	Great service would recommend to friends.
5/22/2012 16:14	Steve lindsey	avondale	az	85392	Timely response, no questions asked, repair complete.

AA003206

**Consumer Complaints**  
 Logged in to Nevada Division of Insurance as  
**Mary Strong**

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 [Administration](#)

### Review/Update Problem Report

### Search Problem Report

Please enter at least one of the search criteria below:

**Problem Report Criteria**

Report ID     Report Type     Status   
 Name Of Insured   
 Staff Member     Responsible   
 Responsible Section   
 Incident Group     Finding Type   
 Open Date From  To     Closed Date From  To

**Respondent Criteria**

Name     EIN/SSN   
 Entity ID  113194    License Number     NPN/NAIC ID

**Complainant Criteria**

Name     EIN/SSN   
 Entity ID     License Number     NPN/NAIC ID   
 Organization

Check to expand additional criteria below:

Coverage     Reason     Disposition Type   
 Involved Party     Keyword     Independent Review

Records Per Page:

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Report ID	Status	Open Date	Report Type	Respondent	Respondent EIN/SSN	Complainant	Name Of Insured	Involved Parties
<input checked="" type="checkbox"/> 40351	Open	11-07-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	TAVAKOLI, MARYAM	TAVAKOLI, M	
<input checked="" type="checkbox"/> 40049	Open	10-04-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Coleman, Glynn Kenneth	Coleman, Glynn Kenneth	CHOICE HOME WARRANTY / Coleman, Glynn Kenneth

③	39884	Open	09-20-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	MCCANN, KAY			
③	39804	Closed	09-09-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Mehrabi, Samin	Mehrabi, Samin	Mehrabi, Samin / choice home warranty	
③	39738	Closed	09-01-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	GOOD, ADAM			
③	39711	Closed	08-29-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Jean, William Arthur Jr	Jean, William Arthur Jr	Choice Home Warranty / Jean, William Arthur Jr	
③	39487	Closed	08-02-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Bernardo, Paul A.	Paul A. Bernardo	Bernardo, Paul A. / HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	
③	39302	Closed	07-12-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	TROMBETTA, ANTHONY V	Trombetta, Anthony V	Choice Home Warranty / Trombetta, Anthony V	
③	39209	Closed	06-28-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COPPOLA, RALPH STEPHEN	Coppola, Ralph Stephen	Choice Home Warranty / Coppola, Ralph Stephen	
③	39176	Closed	06-23-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COPPOLA, RALPH STEPHEN	Coppola, Ralph Stephen	Choice Home Warranty / Coppola, Ralph Stephen	
③	39154	Closed	06-22-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COPPOLA, RALPH S	Coppola, Ralph Stephen	Choice Home Warranty / Coppola, Ralph Stephen / Its Owner and CEO	
③	39126	Closed	06-20-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COPPOLA, RALPH STEPHEN	Coppola, Ralph Stephen	Choice Home Warranty / Coppola, Ralph Stephen	
③	39063	Closed	06-11-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Ostrovsky, Semyon	Ostrovsky, Semyon	Choice Home Warranty / Ostrovsky, Semyon	
③	39053	Closed	06-09-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Serebryany, Gary	Serebryany, Gary	Choice Home Warranty / Serebryany, Gary	
③	39050	Closed	06-09-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE	90-0594950	Zamani, Amir M	Gilliland, Dawn	Choice Home Warranty / Gilliland, Dawn	

39005	Closed	06-06-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Green, Ken	Kirton, Charles	Choice Home Warranty / Kirton, Charles
39004	Closed	06-06-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	GREEN, KEN	Achrem, John	Achrem, John / Choice Home Warranty
38608	Closed	04-20-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	PERRY, MIKI	Perry, Miki	Choice Home Warranty / Perry, Miki
38490	Closed	04-05-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	BRENNAN, GEORGE	George Brennan	Brennan, George / Home Warranty Admin of NV
38150	Closed	02-28-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Tagle, Tim john	Tagle, Tim john	Choice Home Warranty / Tagle, Tim john
37701	Closed	01-11-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COLUCCI, HENRY	315087546	
37651	Closed	01-06-2016	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	De La Cruz, Xochitl Rocio	De La Cruz, Xochitl Rocio	Choice Home Warranty / De La Cruz, Xochitl Rocio
37489	Closed	12-15-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	OLIBRICE, BERVENS	BERVENS OLIBRICE	
37482	Closed	12-14-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	ROGOFF, MARLENE		
37177	Closed	11-06-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	BENWAY, DANIEL	Daniel Benway	
37091	Closed	10-27-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	CHEN, HUI	HUI CHEN	
36927	Closed	10-08-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Clevenger, John Dean	Clevenger, John Dean	Choice Home Warranty / Clevenger, John Dean
36849	Closed	09-28-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.	90-0594950	Miller, Suzy	Miller, Suzy	Choice Home Warranty / Miller, Suzy

③	36816	Closed	09-24-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Simmons, Jackie	Simmons, Jackie	Choice Home Warranty / Simmons, Jackie
③	36485	Closed	08-18-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COPPOLA, RALPH S	Coppola, Ralph Stephen	Choice Home Warranty / Coppola, Ralph Stephen
③	36481	Closed	08-18-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	HERNANDEZ, JOSE		
③	36436	Closed	08-13-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	ADAMS, D.J.	D.J. ADAMS	
③	36369	Closed	08-06-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Nievera, Gerald	Nievera, Gerald	Burns, Thomas / Choice Home Warranty / Nievera, Gerald
③	36305	Closed	07-29-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COPPOLA, RALPH S	Coppola, Ralph Stephen	Choice Home Warranty / Coppola, Ralph Stephen
③	36139	Closed	07-14-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	MOSER, PATRICIA		
③	36049	Closed	07-06-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	BENWAY, DANIEL		
③	35641	Closed	05-19-2015	Complaint	CHOICE HOME WARRANTY		HEIDI, RICHARD		
③	35641	Closed	05-19-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	HEIDI, RICHARD		
③	35469	Closed	05-01-2015	Complaint	CHOICE HOME WARRANTY		Kuo, Kelvin	Kuo, Kelvin	Choice Home Warranty / Kuo, Kelvin
③	35469	Closed	05-01-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Kuo, Kelvin	Kuo, Kelvin	Choice Home Warranty / Kuo, Kelvin
③	34933	Closed	02-28-2015	Complaint	DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Padnani, Koshi	Padnani, Koshi	Choice Home Warranty / Padnani, Koshi
③	34922	Closed	02-26-2015	Complaint	ADMINISTRATOR	90-0594950	BELU, DAHIELA		

①	34748	Closed	02-05-2015	Complaint	OF NEVADA, INC. DBA CHOICE HOME WARRANTY HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Anderson, Jeff Roy, Ruth	Choice home warranty1090 King Georges Post Road / Roy, Ruth
①	34575	Closed	01-15-2015	Complaint	CHOICE HOME WARRANTY		Anderson, Jeff Anderson, Jeff	Anderson, Jeff / Choice Home Warranty
①	34575	Closed	01-15-2015	Complaint	CHOICE HOME WARRANTY		Anderson, Jeff Anderson, Jeff	Anderson, Jeff / Choice Home Warranty
①	34575	Closed	01-15-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Anderson, Jeff Anderson, Jeff	Anderson, Jeff / Choice Home Warranty
①	34445	Closed	01-01-2015	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	Warrington, Gary Warrington, Gary	Choice Home Warranty / Warrington, Gary
①	34153	Closed	11-19-2014	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	NAUGHTEN, LARRY S naughten, larry s	choice home warranty / naughten, larry s
①	34062	Closed	11-10-2014	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	COLD CITY APPLIANCES	
①	33558	Closed	09-10-2014	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC. DBA CHOICE HOME WARRANTY	90-0594950	wagner, paul wagner, paul	choice home warranty / wagner, paul
①	31468	Closed	01-10-2014	Complaint	CHOICE HOME WARRANTY		Madruza, Ronald	Choice Home Warranty
①	31468	Closed	01-10-2014	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.	90-0594950	Madruza, Ronald	Choice Home Warranty
①	29026	Closed	02-07-2013	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.	90-0594950	MEREDITH, DONALD	
①	28724	Closed	12-21-2012	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.	90-0594950	SOKOLOSKI, DAVID	
①	27518	Closed	06-14-2012	Complaint	HOME WARRANTY ADMINISTRATOR OF NEVADA, INC.	90-0594950	CZELUSNIAK, EDITH M	

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## CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the **RESPONDENT'S APPENDIX (VOLUME II OF III)** with the Clerk of the Court for the Nevada Supreme Court by using the appellate CM/ECF system on June 25, 2020.

Participants in the case who are registered CM/ECF users will be served by the appellate CM/ECF system as indicated below:

Constance L. Akridge, Esq.  
Holland and Hart  
[CLAkridge@hollandhart.com](mailto:CLAkridge@hollandhart.com)

/s/ Marilyn Millam  
an employee of the Office of the Attorney General

**YOUR HOME SERVICE AGREEMENT**



CHOICE HOME WARRANTY

**America's Choice  
in Home Warranty Protection**

DJ ADAMS  
3744 Decade St  
LAS VEGAS, NV 89121

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear DJ ADAMS,

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 702402916  
**Contract Term:** 12/17/2014 - 12/17/2015  
**Covered Property:**  
3744 Decade St  
LAS VEGAS, NV 89121  
**Property Type:** Single Family  
**Rate:** \$35.83 Per Month  
**Service Call Fee:** \$45.00

**Coverage Plan:** Total Plan  
**Includes:** Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub  
**Optional Coverage:** None

CHOICE HOME WARRANTY

CHW072190

1090 King Georges Post Road | Edison, NJ 08837 | Toll Free: (888) 531-5403

**AA003212**

## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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. 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 -

CHOICE HOME WARRANTY

CHW072191

1090 King Georges Post Road | Edison, NJ 08837 | Toll Free: (888) 531-5403

AA003213

## YOUR HOME SERVICE AGREEMENT

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 Squal 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 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 - 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 - Glass - 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 - Blades, 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 A 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 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 - 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 filter

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casings – Grills - 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, end 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 We 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 refrigerator 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, lightning, 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. 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.

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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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.

2. 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.

3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 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 1-866-681-3856 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.
  2. You are convicted of a crime which results in an increase in the service required under the service contract.
  3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.
  4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.
  5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.
- If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.
- All cancellation requests must be submitted in writing.

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**YOUR HOME SERVICE AGREEMENT**



CHOICE HOME WARRANTY

Daniela R. Belu  
7574 Mermaid Song Ct  
LAS VEGAS, NV 89139

**America's Choice  
in Home Warranty Protection**

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear Daniela R. Belu,

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 506501016  
**Contract Term:** 04/07/2014 - 05/07/2015  
**Covered Property:**  
7574 Mermaid Song Ct  
LAS VEGAS, NV 89139  
**Property Type:** Single Family  
**Rate:** \$450.00  
**Service Call Fee:** \$60.00

**Coverage Plan:** Total Plan  
**Includes:** Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub  
**Optional Coverage:** None

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## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-866-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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, refilling 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 -

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## YOUR HOME SERVICE AGREEMENT

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 - Renning 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 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 - Stab 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 - Pop-up 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 - Sepsic 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 - Glass - 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 - Blades, 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 A 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 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 - 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 filter

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## YOUR HOME SERVICE AGREEMENT

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 – Guffers – Skylights – Decks - Patio covers - Solar equipment - Roof jacks –

Antennae - Setelite 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 We 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, lightning, 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. 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

rebuild 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.

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## YOUR HOME SERVICE AGREEMENT

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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.
2. 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.
3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 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 1-888-681-3656 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.
2. You are convicted of a crime which results in an increase in the service required under the service contract.
3. Fraud or misrepresentation of facts material by You to the issuance of this contract, or in presenting a claim.
4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.

If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.

All cancellation requests must be submitted in writing.

CHOICE HOME WARRANTY

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AA003221

**YOUR HOME SERVICE AGREEMENT**



CHOICE HOME WARRANTY

**America's Choice  
in Home Warranty Protection**

Daniel Benway  
6346 Kell Ln  
Las Vegas, NV 89156

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear Daniel Benway

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 175317476  
**Contract Term:** 08/03/2012 - 08/03/2016  
**Covered Property:**  
6346 Kell Ln  
Las Vegas, NV 89156  
**Property Type:** Single Family  
**Rate:** \$47.50 Per Month  
**Service Call Fee:** \$45.00

**Coverage Plan:** Total Plan  
**Includes:** Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathlud  
**Optional Coverage:** Pool-Spa; Refrigerator Ice-Maker;

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**AA003222**

## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-866-881-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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 end 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 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 -

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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 pens 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 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 - 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, 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 - Glass - 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 - Blades, 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 A 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 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 liner - 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 filter

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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 We 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 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, lightning, 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. 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.

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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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.

2. 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.

3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 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 1-866-681-3656 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.

2. You are convicted of a crime which results in an increase in the service required under the service contract.

3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.

4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.

5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.

If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.

All cancellation requests must be submitted in writing.

CHOICE HOME WARRANTY

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**YOUR HOME SERVICE AGREEMENT**



CHOICE HOME WARRANTY

**America's Choice  
in Home Warranty Protection**

George Brennan  
8648 Castle Ridge AVE  
Las Vegas, NV 89129

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear George Brennan,

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 691942075  
**Contract Term:** 09/17/2014 - 11/17/2015  
**Covered Property:**  
8648 Castle Ridge AVE  
Las Vegas, NV 89129  
**Property Type:** Single Family  
**Rate:** \$420.00  
**Service Call Fee:** \$45.00

**Coverage Plan:** Total Plan  
**Includes:** Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub  
  
**Optional Coverage:** Pool-Spa;

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**AA003227**

## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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, refilling 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 -

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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 seats - 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 - 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 -- Glass - 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 -- Blades, 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 A 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 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 - 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 filter

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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 - Refilling 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 We 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, lightning, 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. 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 end 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.

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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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.

2. 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.

3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 1-866-681-3656 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.

2. You are convicted of a crime which results in an increase in the service required under the service contract.

3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.

4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.

5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.

If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.

All cancellation requests must be submitted in writing.

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**YOUR HOME SERVICE AGREEMENT**



CHOICE HOME WARRANTY

**America's Choice  
in Home Warranty Protection**

Elizette Cadet  
900 E. Karen Ave  
Las Vegas , NV 89109

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear Elizette Cadet,

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 965956337  
**Contract Term:** 04/17/2014 - 05/17/2015  
**Covered Property:**  
6914 Appleton Dr  
Las Vegas , NV 89156  
**Property Type:** Fourplex  
**Rate:** \$860.00  
**Service Call Fee:** \$45.00

**Coverage Plan:** Total Plan  
**Includes:** Clothes Dryer, Clothes Washar, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub  
  
**Optional Coverage:** Limited Roof Leak;

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## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-868-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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 end 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 -

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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 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 - 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 - Pop-up 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 - Glass - 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 - Blades, 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 A 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 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 - 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 filter

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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 this 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 sheke, 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 end 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 We 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, lightning, 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. 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.

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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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.
2. 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.
3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 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 1-866-661-3656 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.
  2. You are convicted of a crime which results in an increase in the service required under the service contract.
  3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.
  4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.
  5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.
- If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.
- All cancellation requests must be submitted in writing.

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**YOUR HOME SERVICE AGREEMENT**



CHOICE HOME WARRANTY

**America's Choice  
in Home Warranty Protection**

John Clevenger  
8016 Villa Finestra Dr  
Las Vegas, NV 89128

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear John Clevenger,

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 421221081  
**Contract Term:** 03/10/2015 - 05/10/2016  
**Covered Property:**  
8016 Villa Finestra Dr  
Las Vegas, NV 89128  
**Property Type:** Single Family  
**Rate:** \$540.00  
**Service Call Fee:** \$45.00

**Coverage Plan:** Total Plan  
**Includes:** Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathhub  
**Optional Coverage:** Pool-Spa; Second Refrigerator; Stand Alone Freezer;

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**AA003237**

## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-881-3655. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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 well 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, refilling 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 -

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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.

### 8. 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 Squal 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 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 - 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, shower heads & shower arms - Baskets and strainers - Pop-up 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 - Glass - 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 - Blades, 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 A 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 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 - 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 filter

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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 We 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, lightning, 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. 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.

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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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.
2. 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.
3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 1-866-881-3656 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.
2. You are convicted of a crime which results in an increase in the service required under the service contract.
3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.
4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.

If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.

All cancellation requests must be submitted in writing.

CHOICE HOME WARRANTY

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AA003241

## YOUR HOME SERVICE AGREEMENT



C H O I C E   H O M E   W A R R A N T Y

Henry Colucci  
P.O Box 12966  
Las Vegas, NV 89112

## America's Choice in Home Warranty Protection

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear Henry Colucci,

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 315087546  
**Contract Term:** 01/18/2013 - 07/18/2016  
**Covered Property:**  
3845 Syracuse Drive  
Las Vegas, NV 89121  
**Property Type:** Single Family  
**Rate:** \$1290.00  
**Service Call Fee:** \$45.00

**Coverage Plan:** Total Plan

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

**Optional Coverage:** Pool-Spa;

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## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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, 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 -

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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 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 - 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 - Pop up 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 - Glass - 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 - Blades, 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 A 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 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 - 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 filter

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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 We 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, lightning, 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. 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.

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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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.
2. 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.
3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 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 1-866-881-3656 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.
  2. You are convicted of a crime which results in an increase in the service required under the service contract.
  3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.
  4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.
  5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.
- If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.
- All cancellation requests must be submitted in writing.

CHOICE HOME WARRANTY

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AA003246

**YOUR HOME SERVICE AGREEMENT**



CHOICE HOME WARRANTY

**America's Choice  
in Home Warranty Protection**

Kelvin Kuo  
2331 S Garfield Ave.,  
Monterey Park, CA 91754

Obligor: Home Warranty Administrator of Nevada, Inc.

Dear Kelvin Kuo,

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.

To obtain the most value from your new CHW Warranty, please take a moment to read and understand your coverage. Your coverage is dependant 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.

THIS CONTRACT EXPLAINS THE COVERAGE, LIMITATIONS, & EXCLUSIONS. PLEASE REVIEW YOUR CONTRACT.

**Contract Number:** 359501939  
**Contract Term:** 02/10/2015 - 02/10/2017  
**Covered Property:**  
 7006 Westpark Court  
 LAS VEGAS, NV 89147  
**Property Type:** Single Family  
**Rate:** \$53.33 Per Month  
**Service Call Fee:** \$45.00

**Coverage Plan:** Total Plan  
**Includes:** Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Ranga, Stove, Cooktop, Dishwasher, Garbage Disposat, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener, Whirlpool Bathtub  
**Optional Coverage:** Pool-Spa; Limited Roof Leak;

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## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Home Warranty Administrator of Nevada, Inc. (HWA), 90 Washington Valley Road, Bedminster, NJ 07921, the Obligor of this Agreement and it is backed by the full faith and credit of HWA. This Agreement is administered by Choice Home Warranty (Administrator), 1090 King Georges Post Road, Edison, NJ 08837.

### 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 are not ourselves 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 The Administrator for work to be performed under this contract as soon as the problem is discovered. The Administrator will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-866-681-3656. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.
2. Upon request for service, the Administrator 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.
3. We define an emergency as a breakdown of a covered system which renders the dwelling unfit to live in because of defects that endanger the health and safety of the occupants. Upon request for services that fall within the emergency guidelines the Administrator will commence repairs within 24 hours. If repairs cannot be completed within three calendar days, the Administrator will provide you with a status report. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
4. The Administrator has 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.
5. 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 Section C(6), and is payable to the Us 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.
6. 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 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, refilling 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 fillers - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills -

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## YOUR HOME SERVICE AGREEMENT

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 end/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 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 - 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 - Pop-up 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 -- Glass - 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 -- Blades, 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 A 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 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 liner - 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 filter

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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 We 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, lightning, 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. 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.

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## YOUR HOME SERVICE AGREEMENT

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 Nevada.

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, and exclusively by the American Arbitration Association in the state of Nevada 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.
2. 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.
3. 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. 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 Nevada, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Nevada.

### 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 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 1-866-681-3658 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 service contract 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. You may cancel after the first 30 days and You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee. If We do not provide a refund within 45 days of cancellation a ten percent penalty for each 30 day period or portion thereof shall be added to the refund.

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

1. Failure by You to pay an amount when due.
2. You are convicted of a crime which results in an increase in the service required under the service contract.
3. Fraud or misrepresentation of facts material by You to the issuance of this contract; or in presenting a claim.
4. An act or omission by You or a violation of any condition of the service contract by You, provided that the act, omission, or violation occurred after the effective date of the service contract and substantially and materially increases the service required under the service contract.
5. A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold.

If We cancel this agreement for one of the reasons listed above You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, and will not be charged an administrative fee. We will provide 15 days notice prior to cancellation of this contract.

All cancellation requests must be submitted in writing.

CHOICE HOME WARRANTY

CHW072429

1090 King Georges Post Road | Edison, NJ 08837 | Toll Free: (888) 531-5403

AA003251

EX 41

1/34



**South Carolina  
Department of Insurance**

**NIKKI R. HALEY**  
Governor

**DAVID BLACK**  
Director of Insurance

**Certificate of Registration**

**Company Code:** 180878

**License Effective Date:** 04/05/2011

**Company Type:** Service Contract Provider

**State of Domicile:** NJ

HOME WARRANTY ADMINISTRATOR OF SC, INC.  
90 WASHINGTON VALLEY ROAD  
BEDMINSTER, NJ

The above Company, by complying with Chapter 78 of Title 38 of the South Carolina Code of Laws is hereby licensed as a Service Contract Provider.

This Certificate of Registration shall remain in effect for an indefinite term unless said certificate is amended or revoked in accordance with laws or surrendered upon voluntary withdrawal from this State.

In testimony whereof, I hereto subscribe my name and affix the seal of my office at Columbia, South Carolina this 5th day of April, 2011.

*R David Black*

**Director of Insurance**

**AA003252**



## South Carolina Department of Insurance

**NIKKI R. HALEY**  
Governor

**DAVID BLACK**  
Director of Insurance

April 5, 2011

Attn: Victor Mandalawi  
Home Warranty Administrators of SC, Inc.  
90 Washington Valley Road  
Bedminster, NJ 07921

In Reference to: Application for Licensure (Home Warranty Administrators of SC, Inc.)

Dear Mr. Mandalawi:

This is notification that the department is pleased to inform you that the Director of Insurance has approved the application for licensure as a Contract Service Provider. Please be advised, all service contracts registration expires annually on September 30 of each year.

Company Name: **Home Warranty Administrators of SC, Inc.**  
Certificate Number: **180878**  
Duration of License: **Annually**

It is your responsibility to renew this registration by September 30 of each year. You will be responsible for obtaining the renewal form from the Department's website each year. Failure to renew by the stated deadline will result in the cancellation of your license and administrative penalties applied pursuant to S.C. Regulations 69-33.

*(Important) S.C. Regulations 69-33 reads:*

*If fees are not paid by the last day of the applicable renewal period designated above, the license and/or appointment(s) will lapse or cancel as specified by statute. Any other license contingent upon having a particular license will also lapse or cancel. Payment of a penalty fee in the amount of four (4) times the license renewal fee or \$250, whichever is greater.*

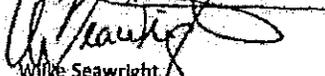
**Renewal Instructions:**

1. Type in ([www.doi.sc.gov](http://www.doi.sc.gov)) as shown.
2. Click "Company Licensing" from the Department's homepage
3. Click "Contract Service Provider" from the Company Licensing menu
4. Select the appropriate renewal form from the company renewal forms menu.

Your company code number is located in the left corner of the certificate. Please make reference to this number on all correspondence to this Department. Your certificate is not transferable to subcontractors or other affiliated entities not licensed by this Department. Any changes made to your service agreement(s) must be submitted for prior approval.

All companies doing any kind of insurance business in this State is required to notify this Department of any address changes within (30) days of moving to a new location. Failure to do so may result in administrative penalties being applied. Address changes can be completed online at the Department's website ([www.doi.sc.gov](http://www.doi.sc.gov)). Should you have any questions or need additional information, please feel free to call me. I can be reached at (803)-737-6134.

Respectfully,

  
 Willie Seawright  
 Manager, Special Licensing Division

**AA003253**


**SOUTH CAROLINA DEPARTMENT OF INSURANCE**

Street Address: 1201 Main Street, Columbia, SC 29201  
 Mailing Address: P. O. Box 100105 - Columbia, SC 29202-3105  
 (803) 737-6134 - Fax (803) 737-6100  
[www.doi.sc.gov](http://www.doi.sc.gov) - [wseawright@doi.sc.gov](mailto:wseawright@doi.sc.gov)

APPLICATION FOR:

**Service Contract Provider Registration**

PURSUANT TO SOUTH CAROLINA TITLE 38, CHAPTER 78

Application Fee	RECEIPT NUMBER	# 180878	
\$200			
NOTE: ALL INFORMATION MUST BE TYPED OR PRINTED IN INK.			
1. Name of Provider: <b>Home Warranty Administrator of South Carolina Inc</b>			
2. Assumed Name (s) or "Doing Business As" (DBA) Name (s): (Attach a separate sheet if necessary)			
3. Physical Location: STREET ADDRESS MUST BE DESIGNATED BELOW. (A license will not be issued to a P.O. Box.) <b>90 Washington Valley Road</b> Number, Street, Suite No., Apt. No. <b>Bedminster</b> NJ <b>07921</b> City State Zip Code			
4. Mailing Address: (USED FOR ALL CORRESPONDENCE) (P.O. Box is allowed for this address.) Number, Street, Suite No., Apt. No. City State Zip Code			
5. Telephone Number: <b>866-681-3656</b>		6. Fax Number: <b>732-579-5961</b>	
7. Federal ID Number: <b>27-5366486</b>			
8. Contact Person: <b>Victor Mandalawi</b> President Name Title <b>866-681-3656</b> <b>info@homewarrantyadministrators.com</b> Phone Email			
9. Business Structure: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Liability <input type="checkbox"/> Company Sole Proprietorship			
10. Indicate what types of product are covered by the service contracts for which this company is the obligor. <input type="checkbox"/> Vehicles <input type="checkbox"/> Electronics <input checked="" type="checkbox"/> Appliance <input type="checkbox"/> Other (Please specify) _____			

**AA003254**

11. Copy of Certificate of Authority must be submitted with the registration application. Application for a Certificate of Authority can be obtained from the South Carolina Secretary of State's Office by calling (803) 734-2158.

12. Not later than the 30th day after the date of a providers initial registration, the provider must provide the Department with:

- A list of Internet Website addresses through which a consumer may purchase the provider's service contracts, if any;
- A list of administrators appointed by this provider including the administrators name, assumed name, street address, and telephone number if any; and
- A list of sellers of the provider's service contract, if any. Include the name, assumed name, street address, and telephone number. You may exclude a seller that is an employee of the provider, or a business with a physical location in South Carolina, at which a consumer may purchase a service contract.

These lists must be updated upon renewal.

g

13. Attach a Service Contract Provider Biographical Affidavit for each controlling person of the Provider applying for registration. You can view and download the biographical affidavit form at [www.doi.sc.gov](http://www.doi.sc.gov).

A controlling person is defined as an individual who:

1. possesses direct or indirect control of at least 25% of the voting securities of a corporation;
2. possesses the authority to set policy and direct the management of a business entity;
3. is the president, the secretary, or a director of a corporation; or
4. is a general partner of a partnership.

An individual who is a controlling person of a corporation or other business entity that is the general partner of a limited partnership is a controlling person of the limited partnership.

ty

14. Indicate the method used to meet the financial security requirements as described in South Carolina Code, Title 38, Chapter 78, Section 38-78-30 by checking the appropriate box.

- Reimbursement insurance policy. If you choose this option please attach a copy of the policy.
- Funded reserve account and financial security deposit. You must indicate the type security deposit placed in trust with the Director of Insurance. Attach the appropriate form.
  - Surety Bond     Stand by Letter of Credit     Assignment for Deposited Securities     Deposit of Cash or Equivalents
- \$100 Million minimum net worth.

Attach most recent Form 10K or Form 20-F or Parent's Audited Financial Statement

15. If you submit an insufficient fee amount with this application, or submit an outdated application form, it may be returned to you. To verify the correct form version and required fees, consult the SCDOI web site ([www.doi.sc.gov](http://www.doi.sc.gov)) or contact SCDOI using the information at the top of this page.

A \$200 fee is required with this application - Application fees are not refundable

16. I certify that I will comply with all applicable provisions of Title 38, Chapters 78 of the South Carolina Code of Laws. I certify all information submitted on this form and attachments is true and accurate. I understand that providing false information on this form may result in the revocation of the registration or imposition of administrative penalties for the Provider under which this form is required.

  
Authorized Signature

3/22/11  
Date Signed

Victor Mandalawi  
Printed Name

President  
Title

South Carolina Department of Insurance  
 1201 Main Street, Suite 1000 P.O. Box 100105  
 Columbia, SC 29201 Columbia, SC 29202-3105

**Receipt**

Receipt Number: 52  
 Batch Number: 126900  
 Accounting Year: 2011

Creation Date: 03/23/2011

Firm Code: 180878

HOME WARRANTY ADMINISTRATOR OF SC, INC.  
 90 WASHINGTON VALLEY ROAD  
 BEDMINSTER, NJ 07921 USA

**Department Use Only**

Account #	Distribution Amount	Payment Reason
27	\$200.00	Service Contract Provider Fee
<b>Total:</b>	<b>\$200.00</b>	

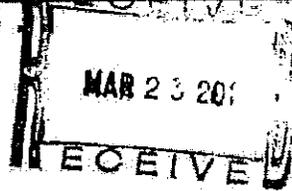
This is to certify that this department has received from the above named person, payment for fees/taxes in the form of check/money order/credit payment dated Mar 22, 2011 in the amount of \$200.00.

# EXHIBIT 1

AA003257



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**HOME WARRANTY ADMINISTRATORS**

March 22, 2011

Willie Seawright  
South Carolina Department of Insurance  
1201 Main Street  
Columbia, SC 29201

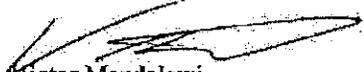
RE: Home Warranty Administrator of South Carolina, Inc. ("HWA-SC")  
Application for Registrations as a Service Contract Provider

Dear Mr. Seawright,

Thank you for the opportunity to review this application to register a service contract provider in South Carolina. I think you will find all the necessary information in the attached package.

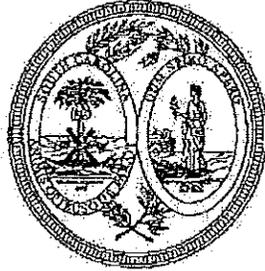
Thank you for your attention to this matter. I look forward to working with you in the future.

Sincerely,



Victor Mandalawi  
President

# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Existence**

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

HOME WARRANTY ADMINISTRATOR OF SOUTH CAROLINA, INC.,  
a corporation duly organized under the laws of the State of South Carolina on  
March 1st, 2011, and having a perpetual duration unless otherwise indicated  
below, has as of the date hereof filed all reports due this office, paid all fees,  
taxes and penalties owed to the Secretary of State, that the Secretary of State  
has not mailed notice to the Corporation that it is subject to being dissolved by  
administrative action pursuant to section 33-14-210 of the South Carolina Code,  
and that the corporation has not filed articles of dissolution as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
1st day of March, 2011.

  
Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

**AA003259**

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON THIS OFFICE

MAR 01 2011

STATE OF SOUTH CAROLINA SECRETARY OF STATE

Mark Hammond SECRETARY OF STATE - SOUTH CAROLINA

ARTICLES OF INCORPORATION

TYPE OR PRINT CLEARLY IN BLACK INK

1. The name of the proposed corporation is Home Warranty Administrator of South Carolina, Inc.

2. The initial registered office of the corporation is 317 Ruth Vista Road Street Address

Lexington Lexington SC 29073 City County State Zip Code

and the initial registered agent at such address is Registered Agent Solutions, Inc. Print Name

I hereby consent to the appointment as registered agent of the corporation:

Stevan Wilson 95519 Sec.

3. The corporation is authorized to issue shares of stock as follows. Complete "a" or "b", whichever is applicable:

a. [X] The corporation is authorized to issue a single class of shares, the total number of shares authorized is 200 common shares without par value.

b. [ ] The corporation is authorized to issue more than one class of shares:

Class of Shares Authorized No. of Each Class

Blank lines for class and number of shares.

The relative right, preference, and limitations of the shares of each class, and of each series within a class, are as follows:

None.

4. The existence of the corporation shall begin as of the filing date with the Secretary of State unless a delayed date is indicated (See Section 33-1-230(b) of the 1976 South Carolina Code of Laws, as amended)

118301-0018 FILED: 03/01/2011 HOME WARRANTY ADMINISTRATOR OF SOUTH CAROLINA, Filing Fee: \$135.00 ORIG



Mark Hammond

South Carolina Secretary of State

Home Warranty Administrator of South Carolina, Inc.  
Name of Corporation

5. The optional provisions, which the corporation elects to include in the articles of incorporation, are as follows (See the applicable provisions of Sections 33-2-102, 35-2-105, and 35-2-221 of the 1976 South Carolina Code of Laws, as amended).

6. The name, address, and signature of each incorporator is as follows (only one is required):

a. Steven Weiss

Name

1222 AVENUE M, SUITE 301, BROOKLYN, NY 11230

Address

Signature *Steven Weiss*

7. I, Eugene C. Fulton, Jr., an attorney licensed to practice in the state of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code of Laws, as amended, relating to the articles of incorporation.

Date

2/28/11

Signature

*E.C. Fulton, Jr.*

Type or Print Name

Eugene C. Fulton, Jr.

Address

1492A Lake Murray Blvd.

Columbia, SC 29212

Telephone Number

(803) 661-8567

AA003261

# EXHIBIT 2



**SOUTH CAROLINA DEPARTMENT OF INSURANCE**

P. O. Box 100105 - Columbia, SC 29202-3105  
 (803) 737-6134 - Fax (803) 737-6100  
 www.doi.sc.gov - wseawright@doi.sc.gov

**Service Contract Provider Controlling Person  
 Biographical Affidavit**

PURSUANT TO SOUTH CAROLINA CODE, TITLE 38, CHAPTER 78

<b>NOTE: ALL INFORMATION MUST BE TYPED OR PRINTED IN INK.</b>		
This form must be completed by each Service Contract Provider Controlling Person.		
<b>1. Present or proposed service contract provider under which this biographical affidavit is required:</b> Home Warranty Administrator of South Carolina		
<b>2. Controlling Person's Full Name (initials not acceptable):</b> Victor Mandalawi		
<b>3. Other Name (s) (if applicable):</b>		
<b>4. Date of Birth:</b> [REDACTED]	<b>5. Gender:</b> Male	
<b>6. Percent of Ownership:</b> 100%	<b>7. Title:</b> President	
<b>8. Individual Physical Address: STREET ADDRESS MUST BE DESIGNATED BELOW. (Do not list a P.O. Box.)</b> [REDACTED]		
City	State	Zip Code
<b>9. Mailing Address: (USED FOR ALL CORRESPONDENCE)</b>		
Number, Street, Suite No., Apt. No.		
City	State	Zip Code
<b>10. Telephone Number:</b> 886-881-3656	<b>11. Fax Number:</b> 732-579-5961	
<b>12. Email Address:</b> info@homewarrantyadminsitrators.com	<b>13. Social Security Number:</b> [REDACTED]	
<b>14. What is your present or proposed position and duties with this service contract provider applicant? Please be specific about your duties.</b> Oversee sales, customer service, claims, legal and financial responsibilities for the corporation.		
<b>15. Attach a resume to demonstrate your education and training.</b>		
<b>16. Attach additional pages detailing all previous employment experience whether compensated or otherwise related to the Service Contract Provider industry. Please be specific about your duties.</b>		

**AA003263**

If you have any doubt about the accuracy of an answer, the question should be answered in the positive and an explanation provided.

- Yes  No Has any business for which you are or were a controlling person filed a petition under any chapter of the Bankruptcy Code?
- Yes  No Have you ever been refused a license or license renewal for a service contract provider, service contract related company, or a license in any state?
- Yes  No Are you operating, acting, or have acted as a controlling person for any other service contract provider or service contract related company?
- Yes  No Have you or a service contract provider or service contract related company in which you were, or are a controlling person, ever been disciplined by a state regulatory body?
- Yes  No Have you or a service contract provider or service contract related company in which you were, or are a controlling person, ever been convicted of or pleaded guilty or no contest (nolo contendere) to any felony or misdemeanor, other than civil traffic offenses, or is there any charge now pending?
- Yes  No Have you or a service contract provider or service contract related company for which you were, or are a controlling person, ever been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory or disciplinary action?

If you answered Yes to any of the above questions, please attach copies of documentation on separate pages providing the details including names, contact information, dates, locations, dispositions, etc.

I certify that I will comply with all applicable provisions of Title 38, Chapters 78 of the South Carolina Code of Laws. I certify all information submitted on this form and attachments is true and accurate. I understand that providing false information on this form may result in the revocation of the registration or imposition of administrative penalties for the Provider under which this form is required.

	3/22/11
Authorized Signature	Date Signed
Victor Mandalawi	President
Printed Name	Title

Victor Mandafawi

@gmail.com

**Home Warranty Administrators**

*President*

**2010 – Present**

- Administration of all aspects of financial reporting and general accounting functions
- Created and Submitted applications to register / become licensed under service contract laws in various states across the US
- Company is currently licensed / registered in Arizona, Florida, Illinois, New York, Nevada, Oklahoma, and Texas

**Choice Home Warranty**

*President*

**2008 – Present**

- Administration of all aspects of financial reporting and general accounting functions
- Created workflow for service requests to be handled promptly and efficiently
- Developed a network of over 8,000 service contracts to handle service requests for customers
- Developed process for assigning responsibilities in sales, customer service, and claims
- Created custom software to enable the handling of service requests in a quick and efficient manner
- Handled all day to day activities of the company

**Gina Group**

*Sales*

**2006 – 2008**

- Execute business plan for new division. Successfully implemented plans to bring new line to Market
- Hunt and introduce new line to identified retailers including but not limited to: Walmart / Sam's Club/ Costco / J.C. Penney / Macy's / Anna's Linens / TJX / Big Lots / and more
- Negotiate selling price and programs to meet company and retailer margin requirements and manage implementation
- Execute New Vendor and New Item offers- Navigate retailer on line portals. Fill out all retail paperwork. Follow up and analyze sales data.
- Warehouse / Distribution – work closely with production and shipping on orders to fill retailer receiving demands. Provide all retailer vendor and shipping manuals.

**Door to Dock**

*General Manager*

**2002 – 2005**

- Established Promotional Pricing Programs to increase Sales resulting in 150% of new business
- Personal Sales to Strategic and Key accounts
- Designed and Implemented new product Brochures to support field sales
- Edited and maintained sales manual
- Managed all direct sales reports
- Implemented new proposal program system to shorten sales cycle
- Administration of all aspects of financial reporting and general accounting functions

**AA003265**



## HOME WARRANTY ADMINISTRATORS

March 7, 2011

South Carolina Department of Insurance  
 PO Box 100105  
 Columbia, SC 29202-3105

### Biographical Affidavit Question 17 Explanation

Are you operating, acting, or have acted as a controlling person for any other service contract provider or service contract related company?

**RESPONSE: I am the President of Home Warranty Administrator of South Carolina, Inc. and all affiliates. There are several states in which the Home Warranty Administrator affiliates are already registered/licensed.**

**Home Warranty Administrator of Arizona, Inc in Arizona.  
 Home Warranty Administrator of Illinois, Inc in Illinois.  
 Home Warranty Administrator of New York, Inc in New York.  
 Home Warranty Administrator of Nevada, Inc in Nevada.  
 Home Warranty Administrator of Oklahoma, Inc in Oklahoma.  
 HWAT, Inc d/b/a Home Warranty Administrators in Texas.**

**I am also the President of Choice Home Warranty.**

Have you or a service contract provider or service contract related company in which you were, or are a controlling person, ever been disciplined by a state regulatory body?

**RESPONSE: Choice Home Warranty (CHW) was the subject of a cease and desist letter in California, Oklahoma, and Washington. In California, CHW entered into a consent order, in Oklahoma, Home Warranty Administrator of Oklahoma, Inc. is now holds a Service Warranty License, and in Washington CHW is complying with all terms of the cease and desist.**

**CHW has been doing business for roughly two years and our home state of New Jersey does not require companies, such as ours, to be licensed. During the course of its activities, CHW discovered that all states are not created equal when it came to licensing requirements for service contracts. In fact, the very definition of the words "service contracts" changes from state to state. To address this newly discovered issue, CHW developed the Home Warranty Administrators ("HWA") brand. That is, in order to address**

**HOME WARRANTY ADMINISTRATORS**

every state's particular requirements, a separate HWA was created for that state.

Naturally, all this costs money and time. But it's a price we are committed to pay because we care about our subscribers and we are an honest commercially responsible corporate citizen. The HWA corporations are all properly capitalized in accordance with each states service contract requirements and I, as sole share holder am ready, able and prepared to manage these corporations. I have also retained competent professionals to handle any legal, accounting, or financial issues that require specialized knowledge or experience outside of our in house capabilities.

Have you or a service contract provider or service contract related company for which you were, or are a controlling person, ever been subject to a cease and desist letter or order, or enjoined, either temporarily or permanently, in any judicial, administrative, regulatory or disciplinary action?

**RESPONSE:** See answer above.

Thank you for your attention to our application. I look forward to working with you in the future.

Sincerely,

Victor Mandalawi  
President

# EXHIBIT 3

AA003268



BANK OF AMERICA, N.A. (THE "BANK")

CD Deposit Receipt

Customer Information

Account Title\* HOME WARRANTY ADMINISTRATOR OF SC INC
IN TRUST FOR THE SOUTH CAROLINA DEPT
OF INSURANCE IN ACC WITH CODE 38-78-30

Social Security Number/Employer Identification Number 27-5366486

Address 90 WASHINGTON VALLEY RD

City BEDMINSTER

State NJ

Zip Code 07921-2118

Country United States

Joint Accounts: Joint accounts will be opened as a Joint Account With Survivorship, unless we agree otherwise in writing. Joint Account With Survivorship means that if an owner dies, the deceased owner's interest in the account passes to the surviving owner(s).

Payable on Death ("POD") / Totten Trust / Informal Trust

Beneficiary Name 1: Address

City State Zip Code Social Security Number

Beneficiary Name 2: Address

City State Zip Code Social Security Number

\* Indicates that the named person's Name and Social Security Number/Employer Identification Number will be used for IRS Tax Reporting purposes.

Account Information

Account Number Investment Type Commercial

Deposit Amount \$ 25,000.00 Interest Rate 0.600005% Annual Percentage Yield 0.60%

Compound Frequency Monthly Deposit Date 03/18/2011 Term 12 MONTHS Maturity Date 03/18/2012

Interest Payment Information

Date of First Payment 04/18/2011 Payment Frequency Monthly Method Reinvestment

(Complete if method is transfer/deposit) Account Type

Routing Transit Number Account Number

Depositor Acknowledgment

This time deposit is transferable only on the records of the Bank. See your Deposit Agreement and Disclosures and your Schedule of Fees for information regarding early withdrawal penalties, fees and other disclosures.

Substitute Form W-9 Certification - Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. person (including a U.S. resident alien).

Certification Instructions: You must check one item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report interest or dividends on your tax return. (See also IRS instructions for Form W-9.)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Customer's Signature Date

Bank Information

Date 03/18/2011 Banking Center Name GAKWOOD PLAZA

Associate's Phone Number 212-494-2020 Associate's Name MRIGAKSHI DEWAN



# EXHIBIT 4

## HOME SERVICE AGREEMENT



## HOME WARRANTY ADMINISTRATORS

January 1, 2010

Customer Name  
Mailing Address  
City, State Zip

Thank you for choosing Home Warranty Administrators (HWA) to service your home systems and appliances. We look forward to providing you with quality service.

This agreement is subject to the conditions and provisions set forth below. Please read your contract carefully to understand the coverage, limitations, and exclusions.

If you require service please contact HWA 24 hours a day, 7 days a week at 1-866-681-3656.

<b>Contract Number:</b>	123456789
<b>Covered Property:</b>	Property Address City, State Zip
<b>Contract Term:</b>	01/01/2010 – 01/01/2011
<b>Property Type:</b>	Single Family
<b>Rate:</b>	\$400.00
<b>Service Call Fee:</b>	\$60.00
<b>Coverage Plan:</b>	Gold
<b>Coverage Includes:</b>	Clothes Dryer, Clothes Washer, Refrigerator, Air Conditioning System, Heating System, Water Heater, Electrical System, Plumbing System, Plumbing Stoppage, Built-In Microwave, Oven/Range, Stove, Cooktop, Dishwasher, Garbage Disposal, Ceiling & Exhaust Fans, Ductwork, Garage Door Opener.*
<b>Optional Coverage:</b>	Pool/Spa

\*Coverage subject to the limitations and exclusions listed below.

Initials \_\_\_\_\_ I have read and understood all the terms & conditions listed in the Home Service Agreement and agree to be bound by them.

Initials \_\_\_\_\_ I understand that all disputes must be resolved by binding arbitration.

Initials \_\_\_\_\_ All appliances and systems located at the covered property are in good working order.

By signing below, I acknowledge that I am of legal age, have provided true and complete information, and have received a copy of the Home Service Agreement.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

90 Washington Valley Road • Bedminster, NJ 07921 • Phone: 866.681.3656

HWAADMIN/271  
**AA003271**



## HOME SERVICE AGREEMENT

### HOME WARRANTY ADMINISTRATORS

#### A. COVERAGE

During the coverage period, HWA's sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at HWA's 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 HWA IS 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 HWA and receipt of applicable contract fees and continues for 365 days from that date. Your coverage may begin before 30 days if HWA receives 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: 1-866-681-3656

1. You or your agent (including tenant) must notify HWA for work to be performed under this contract as soon as the problem is discovered. HWA will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-866-681-3656. Notice of any malfunction must be given to HWA prior to expiration of this contract.
2. Upon request for service, HWA 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. HWA will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If you should request HWA to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.
3. HWA has the sole and absolute right to select the Service Provider to perform the service; and HWA will not reimburse for services performed without its 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 a HWA approved Service Provider, except as noted in this Section III (E), and is payable to the HWA 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 HWA 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 sole discretion of HWA; 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:** Backs - 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.



## HOME SERVICE AGREEMENT

## HOME WARRANTY ADMINISTRATORS

**INCLUDED:** Ducted electric central air conditioning ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when HWA is 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. HWA is not responsible for the costs associated with matching dimensions, brand or color made. HWA 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 HWA is 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: HWA 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 - Auxillary 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. **HWA 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 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 - 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 - Pop-up 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: HWA will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. HWA will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement. HWA's authorized Service Provider will close the access opening and return it to rough finish condition, subject to the \$500 limit indicated. HWA 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 - Airing - Meat probe assemblies - Flatseries.

## 10. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing).



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**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 - Glass - 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 - Blades, except:

**EXCLUDED:** Fans - Blades - Bolts - Shutters - Filters - Lighting. Note: Builder's 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. HWA 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, HWA will pay no more than \$500 per contract term for access, diagnosis and repair or replacement. HWA's authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. HWA 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. HWA 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, HWA 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 HWA and such Coverage shall expire upon expiration of Coverage period in Section II.

## 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 of 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 combed filter casings - Grids - Cartridges - Heat pump - Salt water systems. HWA 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. HWA reserves 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. HWA will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.



## HOME SERVICE AGREEMENT

### HOME WARRANTY ADMINISTRATORS

#### 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 - Antennas - 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. **HWA 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. HWA is 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 HWA will close the opening, and return to a rough finish condition. HWA is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.

4. HWA is 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. HWA is 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. HWA is not liable for any failure to obtain timely service due to conditions beyond its control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

8. HWA is 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, lightning, 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. HWA has the sole right to determine whether a covered system or appliance will be repaired or replaced. HWA is responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. HWA is 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, HWA will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. HWA reserves the right to locate parts at any time. For the first 30 days of the contract period, HWA is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, HWA will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. HWA reserves the right to rebuild a part or component, or replace with a rebuilt part or component.

10. HWA is 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



## HOME SERVICE AGREEMENT

### HOME WARRANTY ADMINISTRATORS

compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, HWA is 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. HWA is 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. HWA is not liable for normal or routine maintenance. HWA 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. HWA is not liable for the repair or replacement of commercial grade equipment, systems or appliances. HWA 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. HWA reserves the right to obtain a second opinion at its expense.

15. HWA is 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. HWA reserves the right to offer cash back in lieu of repair or replacement in the amount of HWA's actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

17. HWA is 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. HWA 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 HWA is not liable for the negligence or other conduct of the Service Provider, nor is HWA an insurer of Service Provider's performance. You also agree that HWA is 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 HWA's 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 Home Warranty Administrators and allow HWA 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, and 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.

2. 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.

3. 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. 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. HWA 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. HWA 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, HWA is 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 a HWA contract with applicable optional coverage for coverage to apply to common systems and appliances.

## HOME SERVICE AGREEMENT




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 HOME WARRANTY ADMINISTRATORS

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 HWA of the change in ownership and submit the name of the new owner by phoning 1-866-681-3656 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 the option of HWA 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 HWA elects to renew your contract, HWA 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 HWA 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. If HWA does not provide a refund within 45 days of cancellation a ten percent penalty per month shall be added to the refund.

This contract shall be non-cancelable by HWA 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 HWA 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 HWA.

All cancellation requests must be submitted in writing.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider,  
Home Warranty Administrator of South Carolina, Inc. | 90 Washington Valley Road | Bedminster, NJ 07921

SECTION 38-78-50. Service contracts; required provisions.

(A) Service contracts marketed, issued, sold, offered for sale, made, proposed to be made, or administered in this State shall be written, printed, or typed in clear, understandable language that is easy to read and shall disclose the requirements in this section as applicable.

Y  N (B) Service contracts insured under a reimbursement insurance policy pursuant to Section 38-78-30(D)(1) shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are insured under a service contract reimbursement insurance policy." The service contract shall also conspicuously state the name and address of the insurer.

Y  N (C) Service contracts not insured under a reimbursement insurance policy pursuant to Section 38-78-30(D)(1) of this chapter shall contain a statement in substantially the following form: "Obligations of the provider under this service contract are backed by the full faith and credit of the provider." A claim against the provider shall also include a claim for return of the unearned provider fee. The service contract shall also conspicuously state the name and address of the provider.

Y  N (D) Service contracts shall identify any administrator, if different from the providers, the provider obligated to perform the service under the contract, the service contract seller, and the service contract holder to the extent that the name of the service contract holder has been furnished by the service contract holder. The identities of such parties are not required to be preprinted on the service contract and may be added to the service contract at the time of sale.

Y  N (E) Service contracts shall conspicuously state the total purchase price and the terms under which the service contract is sold. The purchase price is not required to be preprinted on the service contract and may be negotiated at the time of sale with the service contract holder.

Y  N (F) If prior approval of repair work is required, the service contracts shall conspicuously state the procedure for obtaining prior approval and for making a claim, including either a toll-free telephone number for claim service or a procedure for obtaining emergency repairs performed outside of normal business hours.

Y  N (G) Service contracts shall conspicuously state the existence of any deductible amount, if applicable.

Y  N (H) Service contracts shall specify the merchandise and services to be provided and any limitations, exceptions, or exclusions.

Y  N (I) Service contracts covering automobiles shall state the conditions upon which the use of nonoriginal manufacturers' parts, or substitute service, may be allowed. Conditions stated shall comply with applicable state and federal laws.

Y  N (J) Service contracts shall state any restrictions governing the transferability of the service contract, if applicable.

Y  N (K) Service contracts shall state the terms, restrictions, or conditions governing cancellation of the service contract prior to the termination or expiration date of the service contract by either the provider or the service contract holder.

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Y  N (L) Service contracts shall set forth all of the obligations and duties of the service contract holder, such as the duty to protect against any further damage and any requirement to follow the owner's manual.

Y  N (M) Service contracts shall clearly state whether or not the service contract provides for or excludes consequential damages or preexisting conditions, if applicable.

Y  N (N) Service contracts must disclose the right of the service contract holder to return the contract and receive a full refund pursuant to Section 38-78-30(F).

**APPROVED**

APR 5, 2011

**HOME SERVICE AGREEMENT**STATE OF SOUTH CAROLINA  
DEPARTMENT OF**HOME WARRANTY ADMINISTRATORS****A. COVERAGE**

During the coverage period, HWA's sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at HWA's 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 HWA IS 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 HWA and receipt of applicable contract fees and continues for 365 days from that date. Your coverage may begin before 30 days if HWA receives 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: 1-866-681-3656**

1. You or your agent (including tenant) must notify HWA for work to be performed under this contract as soon as the problem is discovered. HWA will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-866-681-3656. Notice of any malfunction must be given to HWA prior to expiration of this contract.

2. Upon request for service, HWA 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. HWA will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If you should request HWA to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.

3. HWA has the sole and absolute right to select the Service Provider to perform the service; and HWA will not reimburse for services performed without its 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 a HWA approved Service Provider, except as noted in this Section III (E), and is payable to the HWA 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 HWA 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 sole discretion of HWA; 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.



## HOME SERVICE AGREEMENT

### HOME WARRANTY ADMINISTRATORS

**INCLUDED:** Ducted electric central air conditioning ducted electric wall air conditioning. All components and parts, for units below 13 SEER and when HWA is 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. HWA is not responsible for the costs associated with matching dimensions, brand or color made. HWA 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 HWA is 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:** HWA 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, 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. HWA 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 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 - Polybutylene or Quast piping - Galvanized drain lines - Hose Bibs - Drum traps - Flanges - 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 - Pop up assemblies - Bathtubs and showers - Cracked porcelain - Glass - Shower enclosures and base pans - Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seals - 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:** HWA will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. HWA will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement. HWA's authorized Service Provider will close the access opening and return it to rough finish condition, subject to the \$500 limit indicated. HWA 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 - Rotisserie.

#### 10. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing)



## HOME SERVICE AGREEMENT

### HOME WARRANTY ADMINISTRATORS

**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 - Glass - 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 - Blades, except:

**EXCLUDED:** Fans - Blades - Belts - Shutters - Filters - Lighting. Note: Builder's 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. HWA 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, HWA will pay no more than \$500 per contract term for access, diagnosis and repair or replacement. HWA's authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. HWA 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. HWA 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, HWA 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 HWA and such Coverage shall expire upon expiration of Coverage period in Section II.

##### 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 - 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 filter casings - Grids - Cartridges - Heat pump - Salt water systems. HWA 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. HWA reserves 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. HWA will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

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## HOME WARRANTY ADMINISTRATORS

**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 - Cernwood 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. HWA 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. HWA is 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 HWA will close the opening, and return to a rough finish condition. HWA is not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.
4. HWA is 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. HWA is 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. HWA is not liable for any failure to obtain timely service due to conditions beyond its control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.
8. HWA is 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, lightning, 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. HWA has the sole right to determine whether a covered system or appliance will be repaired or replaced. HWA is responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. HWA is 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, HWA will offer a cash payment in the amount of the average cost between parts and labor of the covered repair. HWA reserves the right to locate parts at any time. For the first 30 days of the contract period, HWA is not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, HWA will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. HWA reserves the right to rebuild a part or component, or replace with a rebuilt part or component.
10. HWA is 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

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## HOME SERVICE AGREEMENT

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compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, HWA is 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. HWA is 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. HWA is not liable for normal or routine maintenance. HWA 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. HWA is not liable for the repair or replacement of commercial grade equipment, systems or appliances. HWA 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. HWA reserves the right to obtain a second opinion at its expense.

15. HWA is 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. HWA reserves the right to offer cash back in lieu of repair or replacement in the amount of HWA's actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

17. HWA is 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. HWA 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 HWA is not liable for the negligence or other conduct of the Service Provider, nor is HWA an insurer of Service Provider's performance. You also agree that HWA is 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 HWA's 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 Home Warranty Administrators and allow HWA 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, and 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.

2. 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.

3. 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. 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. HWA 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. HWA 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, HWA is 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 a HWA contract with applicable optional coverage for coverage to apply to common systems and appliances.



## HOME SERVICE AGREEMENT

### HOME WARRANTY ADMINISTRATORS

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 HWA of the change in ownership and submit the name of the new owner by phoning 1-866-681-3656 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 the option of HWA 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 HWA elects to renew your contract, HWA 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 HWA 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, if HWA does not provide a refund within 45 days of cancellation a ten percent penalty per month shall be added to the refund.

This contract shall be non-cancelable by HWA 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 HWA 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 HWA.
- All cancellation requests must be submitted in writing.

**South Carolina resident only:** In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

Obligations of the provider under this service contract are backed by the full faith and credit of the provider.  
Home Warranty Administrator of South Carolina, Inc. | 90 Washington Valley Road | Bedminster, NJ 07921

**STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE**

**MEMORANDUM**

**To:** Sam McMullen  
**From:** Jim Jeppson, Chief Insurance Assistant *JJ*  
**Subject:** AB 673  
**Date:** April 5, 1999

The following recommendations address 2 provisions in the bill. Subparagraph (e) clarifies language added in the amendment. Subparagraph (j) is something we missed in the first review. We initially tried to add chapter 687B of NRS to section 16, but that didn't work.

**Section 19(1)(e):** Add the following sentence:

The purchase price shall be determined pursuant to a schedule of fees established by the provider.

**Section 19(1)(j):** Replace with:

Include the terms, restrictions or conditions for canceling the service contract before it expires and the procedure for canceling the service contract. The conditions for cancellation shall conform with NRS 687H.320.

As I stated earlier this morning, I cannot confirm the agencies position at this time.

**AA003286**

EXHIBIT **D** **1614**

Submitted to the Committee on Commerce and Labor on **4-5-99** by **Sam McMullen**

SUMMARY—Provides for regulation of service contracts. (BDR 57-1673)

FISCAL NOTE: Effect on Local Government: No.

Effect on the State or on Industrial Insurance: Yes.

EXPLANATION—Matter in *bolded italics* is new; matter between brackets ~~{omitted material}~~ is material to be omitted. Green numbers along left margin indicate location on the printed bill (e.g., 5-15 indicates page 5, line 15).

AN ACT relating to service contracts; requiring a person who issues service contracts to obtain a certificate of registration from the commissioner of insurance; establishing the requirements for the contents of such contracts; prohibiting a person from requiring the purchase of a service contract as a condition for the approval of a loan or the purchasing of goods; and providing other matters properly relating thereto.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

1-1 **Section 1.** Title 57 of NRS is hereby amended by adding thereto a  
1-2 new chapter to consist of the provisions set forth as sections 2 to 26,  
1-3 inclusive, of this act.

1-4 **Sec. 2.** ~~As used in this chapter, unless the context otherwise requires,~~  
1-5 ~~the words and terms defined in sections 3 to 10, inclusive, of this act have~~  
1-6 ~~the meanings ascribed to them in those sections.~~

1-7 **Sec. 3.** ~~"Administrator" means a person with whom a provider~~  
1-8 ~~contracts to carry out the terms of service contracts issued by the~~  
1-9 ~~provider, including, without limitation, issuing service contracts,~~  
1-10 ~~collecting premiums, adjusting claims and performing the duties of the~~  
1-11 ~~provider under the service contract.~~ the person responsible for the  
administration of the service contracts issued, sold, or offered for sale by a  
provider or responsible for any filings required by this Chapter.

1-12 **Sec. 4.** *"Consumer" means a person who purchases, other than for*  
1-13 *resale, goods used primarily for personal, family or household purposes*  
1-14 *and not for business or research purposes.*

1-15 **Sec. 5.** *"Goods" means all tangible personal property, whether*  
1-16 *movable at the time of purchase or a fixture, that is used primarily for*  
1-17 *personal, family or household purposes.*

2-1 **Sec. 6.** *"Holder" means a resident of this state who:*

2-2 *1. Purchases a service contract; or*

2-3 *2. Is legally in possession of a service contract and is entitled to*  
2-4 *enforce the rights of the original purchaser of the service contract.*

2-5 **Sec. 7.** ~~"Issue" means to transfer, sell or offer to sell a service~~  
2-6 ~~contract.~~

2-7 **Sec. 8.** *"Contractual liability insurance policy" means a policy of insurance*  
that

2-8 *is issued to reimburse a provider to either:*

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EXHIBIT C 1605

Submitted to the Committee on Commerce and  
Labor on 4-5-99 by Sam McMillan

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1. provide reimbursement to the provider under the terms of the insured service contracts issued or sold by the provider, or

2. in the event of the provider's non-performance, to pay on behalf of a the provider any

2-9 money the provider has an obligation to pay under a service contract.

2-10 **Sec. 9. "Provider" means a person who is obligated to a holder**

2-11 **pursuant to the terms of a service contract to repair, replace or perform**

2-12 **maintenance on, or to indemnify the holder for the costs of repairing,**

2-13 **replacing or performing maintenance on, goods owned by the holder.**

2-14 **Sec. 10. "Service contract" means a contract pursuant to which a**

2-15 **provider, in exchange for a separately stated consideration, is obligated for a specified**

2-16 **period to a holder to repair, replace or perform maintenance on, or**

2-17 **indemnify or reimburse the holder for the costs of repairing, replacing or**

2-18 **performing maintenance on, goods that are described in the service**

2-19 **contract for the operational or structural failure due to a defect in materials,**

**workmanship, or normal wear and tear of such goods, with or without additional provisions for incidental payment of indemnity under limited circumstances,**

**including, but not limited to, towing, rental and emergency road service. Service contracts may also provide for the repair, replacement or maintenance of goods for damage resulting from power surges and accidental damage from handling.**

2-20 **Sec. 11. 1. The provisions of Title 57 of NRS, including this chapter, do not apply to:**

2-21 **(a) A warranty;**

2-22 **(b) A maintenance agreement;**

2-23 **(c) A service contract provided by a public utility on its transmission devices if the service**

2-24 **contract is regulated by the public utilities commission of Nevada;**

2-25 **(d) A service contract sold or offered for sale to a person who is not a**

2-26 **consumer; or**

2-27 **(e) A service contract for goods if the purchase price of the goods is**

2-28 **less than \$350; or**

**(f) A service contract sold or offered for sale by a vehicle dealer on vehicles sold by the dealer if the dealer is licensed pursuant to NRS Title 43, Chapter 482.325.**

Debra  
Auto  
DBA

2-29 **2. The sale of a service contract pursuant to this chapter does not**

2-30 **constitute the business of insurance for the purposes of 18 U.S.C. §§**

2-31 **1033 and 1034.**

2-32 **3. As used in this section:**

2-33 **(a) "Maintenance agreement" means a contract for a limited period**

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2-34 *that provides only for scheduled maintenance.*

2-35 (b) *"Warranty" means a warranty provided solely by a manufacturer,*  
2-36 *importer or seller of goods for which the manufacturer, importer or*  
2-37 *seller did not receive separate consideration and that:*

2-38 (1) *Is not negotiated or separated from the sale of the goods;*

2-39 (2) *Is incidental to the sale of the goods; and*

2-40 (3) *Guarantees to indemnify the consumer for defective parts,*  
2-41 *mechanical or electrical failure, labor or other remedial measures*  
2-42 *required to repair or replace the goods.*

3-1 **Sec. 12. A provider shall not issue, sell, or offer for sale service contracts in this state**

3-2 *unless he has been issued a certificate of registration registered with the*  
3-3 *Insurance Division pursuant to the*  
3-4 *provisions of this chapter.*

3-4 **Sec. 13. 1. A provider who wishes to issue service contracts in this**  
3-5 **state must submit to the commissioner:**

3-6 (a) *An registration application on a form prescribed by the commissioner;*

3-7 (b) *Proof that he has complied with the requirements for security set*  
3-8 *forth in section 14 of this act;*

3-9 (c) *A copy of each type of service contract he proposes to issue, sell, or offer*  
3-10 *for sale;*

3-10 (d) *The name, address and telephone number of each administrator*  
3-11 *with whom the provider intends to contract; and*

3-12 (e) *A fee of \$500.*

3-13 2. *In addition to the fee required by subsection 1, a provider must*  
3-14 *pay a fee of \$25 for each type of service contract he files with the*  
3-15 *commissioner for review.*

3-16 3. *A certificate of registration is valid for 1 year after the effective date the of*  
3-17 *the registration*

3-17 *commissioner issues the certificate to the provider. A provider may renew*  
3-18 *his certificate of registration if, before the certificate registration expires, he*  
3-19 *submits*

3-19 *to the commissioner an application on a form prescribed by the*  
3-20 *commissioner and a fee of \$500.*

3-21 **Sec. 14. To be issued a certificate of qualify for registration, a provider must**  
3-22 **comply with one of the following:**

3-23 1. *Purchase a liability reimbursement insurance policy for each which*  
3-24 *insures the obligations of all service contracts the*

3-24 *provider issues, sells, or offers for sale. The liability reimbursement insurance*  
3-25 *policy must be issued by an*

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3-25 *insurer authorized to transact insurance in this state or pursuant to the*  
3-26 *provisions of chapter 685A of NRS.*

3-27 **2. Maintain a reserve account and deposit with the commissioner**  
3-28 *security as provided in this subsection. The reserve account must contain*  
3-29 *at all times an amount of money equal to at least 40 percent of the gross*  
3-30 *consideration received by the provider for any unexpired service*  
3-31 *contracts, less any claims paid on those unexpired service contracts. The*  
3-32 *commissioner may examine the reserve account at any time. The*  
3-33 *provider shall also deposit with the commissioner security in an amount*  
3-34 *that is equal to \$25,000 or 5 percent of the gross consideration received*  
3-35 *by the provider for any unexpired service contracts, less any claims paid*  
3-36 *on the unexpired service contracts, whichever is greater. The security*  
3-37 *must be:*

3-38 *(a) A surety bond issued by a surety company authorized to do*  
3-39 *business in this state;*

3-40 *(b) Securities of the type eligible for deposit pursuant to NRS*  
3-41 *682B.030;*

3-42 *(c) Cash;*

4-1 *(d) An irrevocable letter of credit issued by a financial institution*  
4-2 *approved by the commissioner; or*

4-3 *(e) In any other form prescribed by the commissioner.*

4-4 **3. Maintain, or be a subsidiary of a parent company that maintains,**  
4-5 *a net worth or stockholders' equity of at least \$100,000,000. Upon*  
4-6 *request, a provider shall provide to the commissioner a copy of the most*  
4-7 *recent Form 10-K report or Form 20-F report filed by the provider or*  
4-8 *parent company of the provider with the Securities and Exchange*  
4-9 *Commission within the previous year. If the provider or parent company*  
4-10 *is not required to file those reports with the Securities and Exchange*  
4-11 *Commission, the provider shall provide to the commissioner a copy of the*  
4-12 *most recently audited financial statements of the provider or parent*  
4-13 *company. If the net worth or stockholders' equity of the parent company*  
4-14 *of the provider is used to comply with the requirements of this subsection,*  
4-15 *the parent company must guarantee to carry out the duties of the*  
4-16 *provider under any service contract issued or sold by the provider.*

4-17 **Sec. 15. The tax imposed pursuant to NRS 680B.027 does not apply**  
4-18 *to any business transacted pursuant to the provisions of this chapter.*

4-19 **Sec. 16. 1. Except as otherwise provided in this chapter, the marketing, sale,**  
**offering for sale, issuance, making, proposing to make and administration of**  
**service contracts a-provider**

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4-20 ~~or an administrator is not required to comply with~~ are not subject to the  
provisions of Title

4-21 57 of NRS, except for the following provisions, as applicable of:

4-22 (a) NRS 679B.020 to 679B.157, inclusive;

4-23 (b) NRS 679B.159 to 679B.300, inclusive,

4-24 (c) NRS 679B.310 to 679B.370, inclusive;

4-25 (d) NRS 685B.090 to 685B.190, inclusive;

4-26 (e) NRS 686A.010 to 686A.095, inclusive;

4-27 (f) NRS 686A.160 to 686A.187, inclusive; and

4-28 (g) NRS 686A.260, 686A.270, 686A.280, 686A.300 and 686A.310.

4-29 2. A provider ~~or~~ and related service contract sellers, administrator, and other  
persons is not required to obtain a certificate

4-30 of authority from the commissioner pursuant to chapter 680A of NRS to  
4-31 issue, sell, offer for sale, or administer service contracts.

4-32 **Sec. 17. 1. A service contract is void and a provider shall refund to**  
4-33 **the holder the purchase price of the service contract if the holder has not**  
4-34 **made a claim under the service contract and the holder returns the**  
4-35 **service contract to the provider:**

4-36 (a) **Within 20 days after the date the provider mails a copy of the**  
4-37 **service contract to the holder;**

4-38 (b) **Within 10 days after the purchaser receives a copy of the service**  
4-39 **contract if the provider furnishes the holder with the copy at the time the**  
4-40 **contract is purchased; or**

4-41 (c) **Within a longer period specified in the service contract.**

4-42 2. **The right of a holder to return a service contract pursuant to this**  
4-43 **section applies only to the original purchaser of the service contract.**

5-1 3. **A service contract must include a provision that clearly states the**  
5-2 **right of a holder to return a service contract pursuant to this section.**

5-3 4. **The provider shall refund to the holder the purchase price of the**  
5-4 **service contract within 45 days after a service contract is returned**  
5-5 **pursuant to subsection 1. If the provider fails to refund the purchase**  
5-6 **price within that time, the provider shall pay the holder a penalty of 10**  
5-7 **percent of the purchase price for each 30-day period or portion thereof**  
5-8 **that the refund and any accrued penalties remain unpaid.**

5-9 **Sec. 18. 1. A liability reimbursement insurance policy issued in this state must**  
5-10 **provide that the issuer of the policy shall:**

5-11 (a) **Reimburse or pay on behalf of the provider any money the**  
5-12 **provider has a duty to pay under a service contract; or**

5-13 (b) **Otherwise provide for the performance of the duties of the**  
5-14 **provider under a service contract.**

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5-15 **2. If a provider fails to perform his duties under a service contract**  
5-16 **within 60 days after receiving notice from the holder that the goods**  
5-17 **described in the contract are defective, the holder may apply to the issuer**  
5-18 **of the liability reimbursement insurance policy for performance of the duties**  
5-19 **of the**

5-19 **provider under the service contract.**

5-20 **Sec. 19. 1. A service contract must:**

5-21 **(a) Be written in language that is understandable and printed in a**  
5-22 **typeface that is easy to read.**

5-23 **(b) Indicate that it is insured by a liability reimbursement insurance policy if**  
5-24 **it is so**

5-24 **insured, and include the name and address of the issuer of the policy.**

( ) Indicated that it is backed by the full faith and credit of the provider if the  
5-25 service contract is not insured under a reimbursement insurance policy.

5-25 **(c) Include the amount of any deductible that the holder is required to**  
5-26 **pay, if applicable.**

5-27 **(d) Include the name and address of the provider, the holder, and, if**  
5-28 **applicable, the administrator. To the extent furnished by the holder, the**  
5-29 **service contract must also contain the name of the holder. The identities of such**  
5-30 **parties are not required to be preprinted on the service contract and may be**  
5-31 **added to the service contract at the time of sale.**

5-29 **(e) Include the purchase price of the service contract. The purchase price is**  
5-30 **not required to be preprinted on the service contract and may be negotiated at**  
5-31 **the time of sale with the holder.**

5-30 **(f) Include a description of the goods for ~~which~~ covered by the service**  
5-31 **contract is**  
5-32 **issued.**

5-32 **(g) Specify the duties of the provider and any limitations, exceptions**  
5-33 **or exclusions.**

5-34 **(h) If the service contract ~~is issued for~~ covers a motor vehicle, indicate**  
5-35 **whether replacement parts that are not made for or by the original**  
5-36 **manufacturer of the motor vehicle may be used to comply with the terms**  
5-37 **of the service contract.**

5-38 **(i) Include any restrictions on transferring or renewing the service**  
5-39 **contract, if applicable.**

5-40 **(j) Include the terms, restrictions or conditions for canceling the**  
5-41 **service contract before it expires and the procedure for canceling the**  
5-42 **service contract. Except as otherwise provided in this paragraph, a**  
5-43 **provider shall mail a written notice to the holder at his last known**  
6-1 **address as indicated in the records of the provider at least 5 days before**

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6-2 **canceling a service contract. The notice must state the date of and reason**  
6-3 **for the cancellation. A provider is not required to provide such notice if**  
6-4 **he is canceling the service contract because of the nonpayment of the**  
6-5 **purchase price of the service contract, a material misrepresentation**  
6-6 **related to the service contract made by the holder or any other act by the**  
6-7 **holder constituting a breach of a duty under the service contract.**

6-8 **(k) Include the duties of the holder under the contract, including,**  
6-9 **without limitation, the duty to protect against damage to the goods**  
6-10 **covered by the service contract or to comply with any instructions**  
6-11 **included in the owner's manual for the goods.**

6-12 **(l) Indicate whether the service contract authorizes the holder to**  
6-13 **recover consequential damages, if applicable.**

6-14 **(m) Indicate whether any defect in the goods ~~for which~~ covered by the service**  
6-15 **contract ~~is issued~~ existing on the date the contract is purchased is not**  
6-16 **covered under the service contract, if applicable.**

6-17 **2. A provider shall not allow, make or cause to be made a false or**  
6-18 **misleading statement in any of his service contracts or intentionally omit**  
6-19 **a material statement that causes a service contract to be misleading. The**  
6-20 **commissioner may require the provider to amend any service contract**  
6-21 **that the commissioner determines is false or misleading.**

6-22 **Sec. 20. 1. A provider shall provide to a holder ~~at the time he~~**  
6-23 **~~purchases a service contract,~~ a receipt for, or other written evidence of,**  
6-24 **the purchase of the service contract.**

6-25 **2. The provider shall furnish a copy of the service contract to the**  
6-26 **holder ~~within 15 days after the contract is purchased~~ a reasonable period of**  
6-27 **time from the date of purchase.**

6-28 **Sec. 21. 1. Except as otherwise provided in this section, a provider**  
6-29 **shall not include in the name of his business:**

6-30 **(a) The words "insurance," "casualty," "surety," "mutual" or any**  
6-31 **other word or term that implies that he is engaged in the business of**  
6-32 **transacting insurance or is a surety company; or**

6-33 **(b) A name that is deceptively similar to the name or description of an**  
6-34 **insurer or surety company or the name of another provider.**

6-35 **2. A provider may include the word "guaranty" or a similar word in**  
6-36 **the name of his business.**

6-37 **3. This section does not apply to a provider who, before January 1,**  
6-38 **2000, includes in the name of his business a name that does not comply**  
6-39 **with the provisions of subsection 1. Such a provider shall include in each**  
6-40 **service contract he issues, sells, or offers for sale a statement that the service**  
6-41 **contract is not a**

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6-40 **contract of insurance.**

6-41 **Sec. 22. No person may require the purchase of a service contract as**  
6-42 **a condition for the approval of a loan or the purchasing of goods.**

7-1 **Sec. 23. 1. A provider shall maintain records of the transactions**  
7-2 **governed by this chapter. The records of a provider must include:**

7-3 **(a) A copy of each type of service contract that the provider issues, sells, or**  
7-4 **offers for sale;**

7-5 **(b) The name and address of each holder who possesses a service**  
7-6 **contract under which the provider has a duty to perform, to the extent**  
7-7 **that the provider knows the name and address of each holder;**

7-8 **(c) A list that includes each location where the provider issues, sells, or offers**  
7-9 **for sale service**

7-10 **contracts; and**

7-11 **(d) The date and a description of each claim made by a holder under a**  
7-12 **service contract.**

7-13 **2. Except as otherwise provided in this subsection, a provider shall**  
7-14 **retain all records relating to a service contract for at least 1 year after the**  
7-15 **contract has expired. A provider who intends to discontinue doing**  
7-16 **business in this state shall provide the commissioner with satisfactory**  
7-17 **proof that he has discharged his duties to the holders in this state and**  
7-18 **shall not destroy his records without the prior approval of the**  
7-19 **commissioner.**

7-20 **3. The records required to be maintained pursuant to this section**  
7-21 **may be stored on a computer disk or other storage device for a computer**  
7-22 **from which the records can be readily printed.**

7-23 **Sec. 24. 1. The commissioner shall may conduct examinations, at such times**  
7-24 **as the commissioner deems necessary, to**

7-25 **enforce the provisions of this chapter. Any such examinations shall be**  
7-26 **conducted pursuant to the provisions of NRS**

7-27 **679B.230 to 679B.300, inclusive, except for the requirement that**  
7-28 **examinations be conducted at least once every five years at such times as he**  
7-29 **deems necessary.**

7-30 **2. A provider shall, upon the request of the commissioner, make any**  
7-31 **accounts, books and records concerning any service contract issued, sold, or**  
7-32 **offered for sale by**

7-33 **the provider available to the commissioner for inspection which are necessary**  
7-34 **to enable the commissioner to reasonably determine compliance or**  
7-35 **noncompliance with this Chapter.**

7-36 **Sec. 25. A person who violates any provision of this chapter or an**  
7-37 **order or regulation of the commissioner issued or adopted pursuant**

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7-29 *thereto may be assessed a civil penalty by the commissioner of not more*  
7-30 *than \$500 for each act or violation, not to exceed an aggregate amount*  
7-31 *of \$10,000 for violations of a similar nature. For the purposes of this*  
7-32 *section, violations shall be deemed to be of a similar nature if the*  
7-33 *violations consist of the same or similar conduct, regardless of the*  
7-34 *number of times the conduct occurred.*

7-35 **Sec. 26.** *The commissioner may adopt such regulations as are*  
7-36 *necessary to carry out the provisions of this chapter.*

7-37 **Sec. 27.** NRS 680B.027 is hereby amended to read as follows:

7-38 680B.027 1. Except as otherwise provided in NRS 680B.033 and  
7-39 680B.050, *and section 15 of this act*, for the privilege of transacting  
7-40 business in this state, each insurer shall pay to the department of taxation a  
7-41 tax upon his net direct premiums and net direct considerations written at the  
7-42 rate of 3.5 percent.

8-1 2. The tax must be paid in the manner required by NRS 680B.030 and  
8-2 680B.032.

8-3 3. The commissioner or the executive director of the department of  
8-4 taxation may require at any time verified supplemental statements with  
8-5 reference to any matter pertinent to the proper assessment of the tax.

8-6 4. For the purposes of this section, "insurer" includes the state  
8-7 industrial insurance system.

8-8 ~~Sec. 28. The provisions of this act do not apply to service contracts~~  
8-9 ~~issued, sold, or renewed before January 1, 2000.~~ Service Contracts entered into  
prior to January 1, 1999, and renewals thereof, may but are not required to, comply  
with this Act. Providers and other persons are not required to comply with this Act  
until January 1, 1999. A provider or other person may, but is not required to,  
implement the requirements of this Act prior to January 1, 1999. The failure of a  
provider or other person to comply with this Act or otherwise to administer a  
service contract plan, in the manner required by this Act prior to January 1, 1999,  
shall not be admissible in any court, arbitration, or alternative dispute resolution  
proceeding or otherwise used to prove that the action of any person or the service  
contract was unlawful or otherwise improper.

8-10 **Sec. 29.** This act becomes effective on January 1, 2000.

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