



You choose your own licensed contractor  
for all covered repairs.

Standard Coverages:  
**Washer & Dryer**  
**Exterior Water & Sewer Lines**

**NEW**

Optional Plan:  
**Home Entertainment  
& Technology Plan**

Certain items and events are not covered by this contract.  
Please refer to limitations, restrictions and exclusions in this contract brochure.

# Acceptance/Invoice

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



To obtain a contract number call: 1.800.648.5006  
America's Preferred Home Warranty | 5775 Ann Arbor Rd. | Jackson, MI 49201  
Fax: 1.888.479.2652 | aphwoffice@aphw.com | aphw.com

**IMPORTANT: FOR SERVICE CALL: 1.800.648.5006.**  
**NO PAYMENT OR REIMBURSEMENT FOR SERVICES PERFORMED WITHOUT PRIOR APPROVAL.**  
~ Please be sure to fill in all applicable areas of information. ~

### Seller(s) Name(s)

Property Address Number & Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ County \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Seller(s) E-mail(s) \_\_\_\_\_

### Buyer(s) Name(s)

Phone Number(s) \_\_\_\_\_

Buyer(s) E-mail(s) \_\_\_\_\_

### Real Estate Office

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Real Estate Agent \_\_\_\_\_ Agent's E-mail \_\_\_\_\_

Closing Date \_\_\_\_\_ Listing date \_\_\_\_\_

BOTH PARTIES AGREE THAT THE OBLIGATIONS FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE PROVIDER AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES (7-11).

SELLER AND BUYER ACKNOWLEDGE BY SIGNATURE OR PAYMENT THAT HE OR SHE HAS READ, UNDERSTANDS AND ACCEPTS THIS REAL ESTATE HOME WARRANTY AGREEMENT, INCLUDING ALL SERVICE AGREEMENT TERMS AND CONDITIONS.

Seller(s) Signature(s) X \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_ Date \_\_\_\_\_

Buyer(s) Signature(s) X \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_ Date \_\_\_\_\_

### WAIVER

Applicant has reviewed the Real Estate Home Warranty Agreement and hereby declines coverage. Applicant agrees to hold the real estate broker and agent harmless in the event of a significant mechanical failure which otherwise would have been covered under the Real Estate Home Warranty Agreement.

Seller(s) Signature(s) X \_\_\_\_\_ Date \_\_\_\_\_

Buyer(s) Signature(s) X \_\_\_\_\_ Date \_\_\_\_\_

### HOUSING TYPE (Please Check One)

- Single/Family
- Duplex (2 warranties)
- Fourplex (4 warranties)
- Manufactured Home Year Manufactured: \_\_\_\_\_
- Foreclosed/Repossessed Home\*\*
- Condo/Townhouse
- Triplex (3 warranties)
- New Home Construction

\*\*See Terms and Conditions "General #9"

### PLAN OPTIONS (Please Check One)

- Buyer's Premier Coverage Plan - One Year** ..... \$695  
25 Standard Coverage Items + 12 Buyer Preferred Upgrade Items + \$50 Deductible

#### Single Family Plans

- One Year:** \$100 Deductible..... \$499
- One Year:** \$50 Deductible..... \$535
- Two Years:** \$100 Deductible..... \$950

#### Condo/Townhouse Plans

- One Year:** \$75 Deductible..... \$475
- Two Years:** \$75 Deductible..... \$899

#### New Construction Plan for Buyers

- Three Years:** \$75 Deductible..... \$600  
Coverage begins 366 days after closing and continues for three years.

#### Multi-Family Unit Plans (\$75 Deductible)

- One Year: Duplex** (2 warranty agreements) ..... \$950
- One Year: Triplex** (3 warranty agreements) .... \$1,250
- One Year: Fourplex** (4 warranty agreements).. \$1,599

### BUYER COVERAGE OPTIONS (Check All That Apply)

- Buyer Preferred Upgrade** ...\$160 x \_\_\_ yrs. = \$ \_\_\_\_\_  
*Important: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.*
- Additional Refrigerators.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Gas Fireplace.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Inground Pool/Spa .....\$185 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Premium/  
Salt Water Pool/Spa .....\$345 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Sprinkler System.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Termite Control.....\$50 x \_\_\_ yrs. = \$ \_\_\_\_\_
- Water Softener.....\$85 x \_\_\_ yrs. = \$ \_\_\_\_\_

### SELLER'S COVERAGE

- Seller Preferred Upgrade** ..... \$100

### HOME ENTERTAINMENT & TECHNOLOGY PLAN

- \$75 Deductible.....\$199 x \_\_\_ yrs. = \$ \_\_\_\_\_

Plan Cost(s) ..... \$ \_\_\_\_\_

Option Cost(s)..... \$ \_\_\_\_\_

**Total**..... \$ \_\_\_\_\_

**PLEASE REMIT PAYMENT TO:**  
**AMERICA'S PREFERRED HOME WARRANTY**  
**PO BOX 772150 | DETROIT, MI 48277-2150**

# Plans & Pricing

**\$499**  
Base Price



Single Family Home with \$100 Deductible

## Single Family Home

One Year: \$100 Deductible .....\$499  
One Year: \$50 Deductible .....\$535

## Single Family Home (Continued)

Two Years: \$100 Deductible.....\$950

## Condo/Townhouse

One Year: \$75 Deductible.....\$475

Two Years: \$75 Deductible.....\$899

## New Construction

Three Years: \$75 Deductible .....\$600

Coverage begins 366 days after closing and continues for three years.

## Multi-Family Unit Plans

(\$75 Deductible)

### One Year: Duplex

(2 warranty agreements) ..... \$950

### One Year: Triplex

(3 warranty agreements) ..... \$1,250

### One Year: Fourplex

(4 warranty agreements) ..... \$1,599

## BUYER Coverage Plans

COVERAGE ITEMS (Standard)	
Attic and Exhaust Fans	•
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Exterior Water and Sewer Line	•
Free-Standing Range/Cooktop	•
Garage Door Opener	•
Garbage Disposal	•
Heating System	•
Hotel Benefits	•
Humidifier	•
Instant Hot Water Dispenser	•
Permanently Installed Sump Pump	•
Plumbing	•
Refrigerator	•
Roof Leak Repair	•
Septic System	•
Stoppages	•
Washer/Dryer	•
Water Heater	•
Water Well Pump	•

BUYER PREFERRED UPGRADE (Optional)*   \$160	
Built-in Dishwasher (Adds): <i>Racks, Baskets and Rollers</i>	•
Built-in Microwave (Adds): <i>Interior Lining, Glass Door, Clocks and Shelves</i>	•
Central Air (Adds): <i>Refrigerant Recovery, Cost of Crane, Registers and Grills</i>	•
Ceiling Fan	•
Central Heat (Adds): <i>Registers, Grills and Heat Lamps</i>	•
Garage Door Opener (Adds): <i>Hinges, Springs, Keypads and Remote Transmitters</i>	•
Refrigerator (Adds): <i>Refrigerant Recovery, Control Board, Ice Maker and Ice/Beverage Dispenser</i>	•
Special Electrical Package (Adds): <i>Fire/Burglar Alarm, Lighting Fixtures, Doorbell</i>	•
Toilets (Adds): <i>Replaced With Like Quality</i>	•
Oven/Range (Adds): <i>Interior Lining, Clocks, Rotisseries, Racks, Handles, Knobs and Dials</i>	•
Water Heater (Adds): <i>Sediment Buildup</i>	•
\$250 toward Code Violations	•

### Buyer's Premier Coverage Plan

25 Standard Coverage Items | 12 Buyer Preferred Upgrade Items

**\$695**  
w/ \$50 Deductible (One Year)

### Home Entertainment & Technology Plan (See page 4)

**\$199**  
w/ \$75 Deductible (One Year)

## SELLER Coverage Plans

COVERAGE ITEMS (Standard) **	
ListSecure®	•
Attic and Exhaust Fans	•
Central Vacuum	•
Duct Work	•
Electrical System	•
Instant Hot Water Dispenser	•
Plumbing	•
Stoppages	•
Water Heater	•

SELLER PREFERRED UPGRADE (Optional)**   \$100	
Built-In Dishwasher	•
Built-In Microwave	•
Built-In Oven	•
Central Air Conditioning	•
Free-Standing Range/Cooktop	•
Garbage Disposal	•
Heating System	•
Refrigerator	•

### OPTIONAL Coverages

Additional Refrigerators..... \$50  
Gas Fireplace..... \$50  
Inground Pool/Spa.....\$185  
Premium/Salt Water Pool/Spa... \$345  
Sprinkler System..... \$50  
Termite Control..... \$50  
Water Softener..... \$85

\* **IMPORTANT:** If the Buyer Preferred Upgrade has been selected and the property is a multiple-family dwelling, the upgrade package must be purchased for each unit.

\*\* **Florida Only:** Customers must purchase the Seller Preferred Upgrade to receive listing coverage, which will include the Standard Coverage Items.



**\$199** w/ \$75 Deductible  
(One Year)

- Desktop Computers
- DVD/Blu-Ray Players
- External Hard Drives
- Gaming Systems
- Home Theater
- Laptop Computers
- Peripherals/Wearables
- Printers
- Routers
- Tablets
- Televisions/Monitors



## Home Entertainment & Technology Plan by Fortegra

Fortegra® is the marketing name for the service contract operations of the subsidiaries of Fortegra Financial Corporation. Products and services are provided by 4Warranty Corporation, The Service Doc, Inc. (in WI), or Lyndon Southern Insurance Company (in OK and FL: Lic. No.: FL-03698), each of which are subsidiaries of Fortegra Financial Corporation. This is a summary of the benefits available. For complete information, including details of benefits, coverage, specific exclusions, conditions, and limitations, please refer to the complete terms and conditions of the service agreement. A service agreement is optional, cancellable and in no way required to obtain credit. A service agreement is not a warranty. *Scan QR Code for more information.*

For 24/7/365 Home Entertainment & Technology claims service, call:

**877.958.2398**

# Buyer's Premier Coverage Plan

The Buyer's Premier Coverage Plan gives you ALL the standard coverage items, ALL the Buyer Preferred Upgrade items, AND the \$50 deductible—all for one full year of coverage!!

Easy, fast, and convenient!  
See page 3 for details.

**\$695** w/ \$50 Deductible  
(One Year)



**25** Standard Coverage Items + **12** Buyer Preferred Upgrade Items

# What Is Covered?



## ATTIC AND EXHAUST FANS

Plans that cover this item: Buyer | Seller

**Covered:** Switches, controls, motors, bearings and blades.

**Not Covered:** Shutters, belts and filters, circulation or paddle-type fans.



## CENTRAL AIR CONDITIONING

Plans that cover this item: Buyer | Seller Preferred Upgrade

**Covered:** (Electric refrigerant central air conditioning units only.)

Coils and compressor, capacitor, motors, thermostat valves, thermostats, leaks in refrigerant lines, liquid suction line dryers, fuses, breakers, disconnect boxes (contactor), wiring, condensing units, evaporative coolers.

**Not Covered:** Window units, free-standing room units, water cooled units, portable units, any type of gas, lithium/glycol, outside and/or underground components and piping for geothermal including condenser fins, drain pans, cleaning, duct work associated with any gas units, electronic air filters or cleaners, filters, water towers, evaporative cooling pads, energy management systems, or recovery of refrigerant and chillers. Zone controls, zone motors, dampers, and leak tests.



## ELECTRICAL

Plans that cover this item: Buyer | Seller

**Covered:** Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems. Garage door openers (motors, push buttons, control boards, drive mechanisms, chains).

**Not Covered:** Service entrance cables, garage doors, meter boxes, counter balance mechanisms, rollers and remote sensing units, tracks, infrared sensors, any loss due to water seepage along service cable, any loss from overload or power failure, any electrical items or wiring located outside the perimeter of the principal dwelling and attached garage.



## EXTERIOR WATER AND SEWER LINE COVERAGE

Plans that cover this item: Buyer

**Covered:** Water and sewer pipes between the home's foundation and the water or sewer main pipe. Coverage applies to locating the pipe stoppage or collapse including excavation and backfilling, the repair and/or replacement of the affected pipe, and clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible) up to the coverage limit.

**Not Covered:** Landscaping replacement, frozen pipes, clean up of leaked material, blockages or breaks from tree roots and foreign objects.



## HEATING SYSTEM

Plans that cover this item: Buyer | Seller Preferred Upgrade

**Covered:** Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, ductwork, interior gas lines, thermostats, relays and wiring. Heat exchanger and/or combustion chamber, electric heat pump, burners, circuit board, igniter, flame sensor, transformer, gas valves, baseboard convectors, pumps, motors, switches, heating elements.

**Boiler systems only:** Zone valves, geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home.

**Not Covered:** Outside and/or underground components and piping for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps. Free-standing or portable heating units, through-wall units, coal or wood burning equipment, fuel oil or propane gas storage tanks, fuel oil lines, registers, electronic air filters and cleaners, vents, space heaters, grills, filters, solar heating systems, radiators, fireplaces, clocks, chimneys and chimney liners, recovery of refrigerant and cleaning and energy management systems. Leak tests. Zone controls, zone motors and dampers.



## HUMIDIFIER

Plans that cover this item: Buyer

**Covered:** Permanently mounted furnace humidifier including pans, housing, motors, fans, humidistats, transformers, valves and lines.

**Not Covered:** Humidifier pads, media elements, brushes, atomizers or back flush units.



## KITCHEN APPLIANCES

Plans that cover this item: Buyer | Seller Preferred Upgrade

**Coverage is limited to primary kitchen area.**

**Covered:** (Note: All appliances must be part of the contract to purchase for the purchaser at the time of the sale of the home or be built-in.) Free-standing range, built-in oven, cooktop, built-in dishwasher (pump, motor, timers, gaskets, spray arm, seals, air gap, latches, switches and heating element, control board), built-in microwave, garbage disposal, refrigerator (compressor only).

**Not Covered:** Water dispenser, cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, replacement or repair of countertops or cabinets, racks, baskets, clocks, timers, rollers, glass or ceramic cooktops, self-cleaning mechanisms, cooking accessories, doors, door hinges, knobs, keypads, interior lining, door glass, latches, meat probes, rotisseries, shelves, ice makers, ice crushers, soap dispensers, beverage dispensers, broken interior, loss due to rust-out and food spoilage, recovery of refrigerant, and freezers which are not an integral part of refrigerator.



## PLUMBING SYSTEMS

Plans that cover this item: Buyer | Seller

**Covered:** Drains and standard faucets, leaks and breaks to water, vent, gas or sewer lines, waste lines, assembly parts within the toilet tank, valves to shower, tub diverter, interior hose bibs, stoppage in drain, vent and sewer lines; angle stops and risers. Clearing of stoppages (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible). The foregoing is covered only within the perimeter of the main foundation of the home including attached garage.

**Buyer Only:** Permanently installed sump pumps (ground water only).

**Not Covered:** Sinks, bathtubs, fixtures, exterior hose bibs, filters, sewage ejector pumps, shower-base pans, shower enclosures, tub enclosures, toilet wax ring seals, toilet bowl and tank, caulking, grouting, tile fields, lawn sprinklers, leach beds, root damage, any loss arising out of a condition of chemical or mineral deposits, water residue, rust-out, or insufficient capacity drain, low or high pressure, loss arising from porcelain cracking, chipping, dents or other externally caused physical damages, storage or holding tanks, auxiliary sump pumps. Sewage lines located outside the main foundation of the home and blockages from tree roots and foreign objects.



## ROOF

Plans that cover this item: Buyer

**Covered:** Rolled roofing, asphalt shingles and flashing from water leaks only, and must occur during coverage period for coverage to apply.

**Not Covered:** Roof mount installations, roof vents, roof vent boots, gutters, drain lines, pre-existing leaks, leaks in any deck or balcony, leaks due to ice damming. Leaks which are caused by, or which result from, any of the following: Damage due to persons walking or standing on the roof, missing and/or broken tiles or shingles, repairs or construction not performed in a workmanlike manner, failure to perform normal roof maintenance, replacement of entire roof, rotten wood, flat and/or hot tar roof, or acts of God such as tornado, hurricane, earthquake, fire, and lightning. Water damage must occur in the roof located over the primary living area, excluding attached garage.



### SEPTIC

Plans that cover this item: Buyer

Coverage for septic systems begins thirty (30) days from date of closing.

**Covered:** Septic tank and line from house, baffles, sewage ejector pump and switches.

**Not Covered:** Drain field, tile fields and leach beds, clean out, insufficient capacity, and blockages from tree roots and foreign objects.



### WASHER/DRYER

Plans that cover this item: Buyer

**Covered:** All parts and components except: Those listed under "Not Covered".

**Not Covered:** Soap dispensers, filter screens, plastic mini-tub, dials and knobs, lint screen, venting, and damage to clothing.



### WATER HEATER

Plans that cover this item: Buyer | Seller

**Covered:** Electric, gas and tankless. Control thermostat and thermocouple, gas valves, pressure and temperature relief valve, heating elements, drain valve and instant hot water dispensers, dip tubes, blower motor, heat exchanger, burners, igniter, temperature sensor.

**Not Covered:** Oil hot water tanks, and loss arising as a result of chemical, mineral deposits, sediments, insufficient capacity, water residue or rust-out.



### WATER WELL PUMP

Plans that cover this item: Buyer

Must be primary water source.

Coverage begins thirty (30) days after closing.

**Covered:** Well pumps, valves and regulators.

**Not Covered:** Pressure tanks, piping or electrical lines leading to or connecting pressure tank and primary dwelling, well casings, holding or storage tanks and re-drilling of well, screens, points, well pump if used for lawn sprinkler system or other like system.

Some coverage is subject to additional limitations as provided in the Terms and Conditions Section of the Real Estate Warranty Service Agreement.

## Buyer Preferred Upgrade

#### CEILING FAN

Must be located in main dwelling.

#### CENTRAL AIR (ADDS)

Refrigerant recovery, registers and grills, cost for crane to install roof-mounted covered replacement air conditioner unit \$200 maximum.

#### CENTRAL HEAT (ADDS)

Registers, grills and heat lamps.

#### CODE VIOLATIONS

When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will pay up to \$250 aggregate to correct the code violation(s). APHW will not simply pay to remove the violation.

#### KITCHEN APPLIANCES/REFRIGERATORS (ADDS)

Refrigerator control board, refrigerant recovery and recharge, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials.

#### SPECIAL ELECTRICAL PACKAGE

Fire/Burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters).

#### WATER HEATER (ADDS)

Failure due to chemical, mineral deposits, and sediment build-up.

#### PLUMBING (ADDS)

Toilets replaced with like quality up to \$200 per occurrence.

## Optional Coverages

### ADDITIONAL REFRIGERATORS

(INCLUDES FREE STANDING FREEZERS AND WINE COOLERS)

**Covered:** Compressor.

**Not Covered:** Cracked or broken thermal shells, any loss or damage of a cosmetic nature such as denting, chipping, the cost of attaining access, keypads, interior lining, door glass, latches, shelves, broken interior, loss due to rust-out and food spoilage, refrigerator control board, ice maker/beverage dispenser and their respective equipment, recovery of refrigerant.

### GAS FIREPLACE (PERMANENTLY INSTALLED)

**Covered:** Gas valve, pilot, thermocouple, wall switch associated with ignition or fan, blower motor.

**Not Covered:** Remote systems, decorative logs, mechanical hinges, glass, damper, flue or firebox.

### INGROUND POOLS/SPAS

**Covered:** All components and parts of the heating, pumping, and filtration system. A spa, including an exterior whirlpool and hot tub, is also covered along with a swimming pool if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the spa or the pool. PREMIUM/SALT WATER/SPA adds salt water components and cells.

**Not Covered:** Skimmers, pool sweeps, pool sweep motors, lights, liners, jets, concrete-encased, underground electrical, gas or plumbing lines, cleaning equipment, solar equipment, structural defects, all above ground pools.

### SPRINKLER SYSTEM

**Covered:** Leaks and breaks of PVC lines, timers, bubbler heads, gate valves, solenoids, shut-off valve and other activated controls.

**Not Covered:** Hydraulic systems; sprinkler heads with problems caused by abnormal wear and tear such as, but not limited to: Pet damage, lawn mower damage, freezing, vehicular damage, damage by roots or soil, improper installations, and adjustments or cleaning and human damage, sprinkler lines below pavement or decorative structures below hard surface.

### TERMITE CONTROL

**Covered:** Spot treatment for existing subterranean termite infestation located in the interior of the home or exterior of the main foundation/perimeter of the home and attached garage.

**Not Covered:** Decks, fences, and infestation or treatment of any area farther than 24 inches away from the main foundation/perimeter of the home, preventative treatments; any repairs or damages due to subterranean termites.

### WATER SOFTENER

**Covered:** Domestic water softener, brine tank and connecting water lines.

**Not Covered:** Insufficient or excessive water pressure, color or purity of water, filters, resin beds, salt replacement, rust or corrosion, normal maintenance, purification systems, and all rented/leased water softeners.





# Terms & Conditions



**IMPORTANT:** Please read these terms and conditions carefully. They describe the terms of your coverage and how to obtain service.

## PERFORMANCE OF SERVICE

Please read Your coverage carefully. Should You need service, telephone the Customer Service Department at 1.800.648.5006 or visit [aphw.com](http://aphw.com) to start a claim online. Service is available 24 hours a day, 7 days a week; You must have telephone approval before having any work done. The Customer Service Department will make every effort to expedite service in emergencies. You will be required to pay a Deductible per trade call, or the actual cost, whichever is less. If any additional repairs have been made during a service call to items not covered by this Agreement, You will be required to pay those expenses.

## PAYMENT

Payment is due at closing and is derived from closing costs and must be received within seven (7) business days to ensure coverage.

## DEFINITIONS

1. **Agreement, Contract, Service Contract, Home Warranty** means this Agreement which has been purchased from **Us** and which includes the completed **Agreement** on page 2 of this document.
2. **"Company"** means **America's Preferred Home Warranty, Inc. (APHW)**, 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
3. **"Component Part"** means covered item as listed on the **"What Is Covered?"** page.
4. **Contract Fee** means the amount paid for this **Agreement**, as shown on the **Acceptance/Invoice Page**.
5. **Deductible** means the amount You are required to pay, as shown on pages 2-4, per repair for covered **Breakdowns**.
6. **Breakdown** means a failure of a covered item due to normal wear and tear.
7. **Provider** means the party obligated to perform or arrange to perform services pursuant to the terms of this **Agreement** and is also known as the **Obligor, Extended Service Contract Provider, Service Contract Provider** and **Service Contract Maker**. The **Provider** of this **Agreement** is America's Preferred Home Warranty, Inc., 5775 Ann Arbor Rd., Jackson, MI 49201, 1.800.648.5006.
8. **Acceptance/Invoice Page** (page 2 of this document) means the document which must be attached to and becomes part of this **Agreement**. It lists information regarding **You, Your Covered Property, Plan** selected, and other vital information.
9. **We, Us, Ours** means the **Provider** of this **Agreement**.
10. **You and Your** means the **Agreement** holder as shown on the **Acceptance/Invoice Page** (page 2), or the person to whom this **Agreement** was properly transferred.

## CONTRACT COVERAGE

This Contract provides protection, at a reasonable cost, against Breakdown of specific items You have due to normal wear and tear. This Agreement is not intended to shift responsibility for minor repairs or normal maintenance. It does not cover everything. It may not cover the entire cost of repair or replacement of a covered item. A Deductible is required for each APHW-covered repair. Please read the following terms and conditions carefully. They describe the terms of Your coverage and how to obtain service.

### THIS CONTRACT COVERS ONLY THOSE ITEMS WHICH ARE:

1. Located in a single-family residence and/or condo.
2. In place, operative and located within the main perimeter of the main foundation of the home, including any attached garage, located at the address shown, on the effective date of this Contract.
3. Not located in rooms or buildings used for commercial or business purposes.
4. Specified as "Covered" in the section of the Agreement titled "What Is Covered?" If a system and/or item is not listed as covered, then it is NOT COVERED.

## CUSTOMER SERVICE

1. Telephone service is available 24 hours a day, 7 days a week. No claim forms are used. When service is required, call APHW at 1.800.648.5006 or visit [aphw.com](http://aphw.com) to start a claim. After receiving a claim number, You may call the licensed contractor of Your choice.

After Your contractor has diagnosed the situation, You must call one of Our customer service representatives so they can speak to the contractor while they are at Your home to approve the repair and set up payment with the contractor. Please remember, there is no payment or reimbursement without prior approval. In case of furnace failure during periods of freezing temperatures, service will be initiated immediately and will be completed as soon as reasonably possible. If service cannot be initiated immediately due to conditions beyond the control of the Company and the homeowner must leave the home, upon prior authorization by the Company, the Company will pay up to \$75 per night for no more than a three-night hotel stay.

2. A Deductible is required for each APHW-covered repair. If repairs are made to parts of additional systems, a separate Deductible will apply to each system repaired.
3. It is the discretion of the Company to determine whether a covered system or component is to be replaced or repaired. Replacement is based on like kind or better efficiency. For air conditioning or heating equipment, like kind includes equal or a better energy efficiency rating. For air conditioning equipment, this is the SEER rating. When replacement systems of exact dimensions are not available, the Contract benefits apply to installation of like kind equipment, but not for the cost of carpentry or construction to necessitate the different dimensions. The Company is not responsible for upgrades or matching colors or brands and is not limited to brand names. Determination of the operating condition as of the Agreement effective date and the nature of any failure will be made by Us based upon the professional opinion of Our claim staff reflecting, but not limited to, Your licensed contractor's diagnosis.
4. Under this Contract, You choose Your own licensed contractor. You must call APHW first. APHW requires that the contractor diagnose Your problem, and then contact APHW for approval of the proposed work. APHW can recommend a licensed contractor for You if You do not have a licensed contractor in Your area, or if You would rather have APHW recommend the licensed contractor. The contractor must be licensed and bonded where the law requires.
5. If no covered defects are discovered or repaired during a service call, You are responsible for the entire cost of the service call.
6. No additional Deductible will be required where service work fails within 30 days after the service call, except where otherwise noted.

## LIMITATIONS OF COVERAGE

- A. Seller. The maximum aggregate liability of the service to the Seller, regardless of the number of claims for repairs or replacement, **for the life of the listing is \$1,000**. Payment by APHW for any claim for repair or replacement for Seller does not affect the amount of coverage for the Buyer.
  1. Seller Preferred Upgrade (must be chosen at time of listing): Includes heating systems (including heat pumps or steam or hot water heating systems). Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. Central air conditioning, refrigerator, built-in dishwasher, free-standing range, built-in oven, cooktop, built-in microwave, garbage disposal. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
  2. Seller's ListSecure® Program: As part of this APHW Home Warranty Contract, if Seller(s) contracted for coverage when listing the home through a registered APHW broker, and it is fully funded, and not cancelled, after closing, Seller(s) may be eligible to participate in APHW's ListSecure® Program (the "Program"). The Program will be funded by APHW with credits from each fully paid, non-cancelled Home Warranty. Reimbursements shall not exceed funding credits except at APHW's sole discretion. The Program provides a **maximum reimbursement of \$1,000** for post-sale attorney fees incurred by Seller(s) defending a lawsuit by Buyer arising directly out of the transaction for which this Home Warranty was purchased. The Program does not cover settlement payments,

or attorney fees for alternative dispute resolution required by the buy/sell agreement or a local, regional or state Board of REALTORS® or equivalent, which process(es) are a condition precedent to Program eligibility. To be eligible, Seller must also provide APHW a copy of the lawsuit for which reimbursement may be later sought within 21 days of being served with the lawsuit. Eligible Sellers can request reimbursement from the Program for up to 2 years after the date of closing. The Program is not an assignable benefit of the Seller, and is terminable at will by any successor in interest to APHW.

- B. The **maximum aggregate liability** of the Warranty is **\$25,000**.
- C. Commercial-like or ultra-premium appliances or combination appliances: **\$1,000 maximum** (e.g. Viking, Wolf, Dacor, and all commercial-like or ultra-premium appliances).
- D. Buyer (Seller where applicable). The maximum aggregate liability for repairs or replacement, regardless of the number of claims for repairs or replacement, or the number of systems/units:
1. Heating systems are **\$2,250** (See Item D3 for systems that heat and cool) (**\$1,500** for steam or hot water heating systems): Hot water heat system boiler must have auto boiler feed; steam heat must have low water cut-off valve. **\$1,500** for geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home. The Company covers multiple systems for heating and air conditioning (hot water, steam and geothermal systems are not covered for multiple systems). EXCEPT: Not Covered: Outside or underground piping and components for geothermal and/or water source heat pumps, well pump and well pump components for geothermal and/or water source heat pumps.
  2. The air conditioning system is **\$2,250**.
  3. Systems that heat and cool (unless otherwise specified) is **\$2,250**. This includes, but is not limited to: Gas pack and heat pump systems.
  4. Roof leak repair is **\$550; roof vent not covered**.
  5. Concealed plumbing or enclosed wiring (drains, vent piping, leaks and breaks in plumbing or wiring), duct work, **\$500**. This limit includes access, diagnosis, repair or replacement and restoring or resurfacing to a rough finish.
  6. Pool/spa (must be built-in) heater and filtration system is limited to **\$600**. Premium/salt water pool/spa upgrade is **\$1,200**.
  7. Washer and dryer, water well pump (must be primary source of water), and septic is **\$400** (water well and septic coverage begin 30 days after closing).
  8. Water softener is **\$600**.
  9. Humidifier is **\$500**.
  10. The special electrical package is limited to **\$1,000** per Contract. (See "Limitations of Coverage", D19, Special Electrical Package).
  11. Primary Sump Pump is **\$500**. Auxiliary pump(s) not covered.
  12. Water heater is **\$500** (chemical, mineral deposits, and sediments are covered with Buyer Preferred Upgrade only).
  13. Refrigerator is **\$1,000**.
  14. Exterior Water and Sewage Line is **\$1,000**.
  15. Additional Refrigerators is **\$1,000**.
  16. Termite Control is **\$500**.
  17. Sprinkler Systems is **\$250**.
  18. Gas Fireplace is **\$400**.
  19. Buyer Preferred Upgrades: Central heat adds: Registers, grills and heat lamps. Central air adds: Refrigerant recovery, reclaim and disposal, registers and grills. Cost for crane to install roof-mounted covered replacement air conditioner unit **\$200 maximum**. Plumbing adds: Toilets replaced with like quality up to **\$200 per occurrence**. Water heater adds: Sediment build-up. Special Electrical Package includes: Fire/burglar alarm, lighting fixtures, doorbell, garage door opener (hinges, springs, keypads and remote transmitters), ceiling fans. Appliances/Refrigerators adds: Refrigerator control board, refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; built-in dishwasher racks, baskets and rollers; built-in microwave interior lining, glass door, clocks and shelves; oven/range interior lining, clocks, rotisseries, racks, handles, knobs and dials. Ceiling Fan: Must be located in main dwelling. Code violations: When the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will cover up to **\$250 aggregate** to correct the code violation(s). APHW will not simply pay to remove the violation. IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple-family dwelling, the upgrade package must be purchased for each unit; if it is not selected for each unit, any shared systems and/or appliances will not be covered.

## LIMITS OF LIABILITY

1. The Company will not reimburse You for services performed without Company authorization. Should You need service, You must call APHW at 1.800.648.5006 or visit aphw.com to start a claim. You should have a claim number from APHW before calling a contractor, and You must call APHW at 1.800.648.5006 before any work is completed. No claims will be honored after the coverage period.
2. The Company will not pay for any additional costs or related expenses which may be required to complete repairs, nor will the Company upgrade equipment or improve due to lack of capacity, previous improper installation, previous repair of or design of appliances, systems and components; or problems occurring because of modifications or alterations to appliances, systems or components, or failure to meet building or zoning code requirements or violations, city, county, state, federal, or any utility regulations or upgrades required by law.
3. Items in common areas or facilities of mobile home parks, condominiums and townhomes are not covered.
4. Company is not responsible for repairs or replacements required as a result of: Missing parts, fire, war, flood, smoke, water damage, lightning, freeze-up, earthquake, theft, storms, accidents, nuclear explosions, reaction, radiation or radioactive contamination, insurrection, extreme or unusual climate conditions, rust-out, corrosion, riots, vandalism, code violations, improper installation, acts of God, pest damage or misuse, structural changes, water failure and/or electrical surges, soil movement or mud, or failure to clean or maintain as instructed by the equipment manufacturer. Nor is the Company responsible for repairs of any cosmetic defects or cost of cleaning of equipment or parts.
5. Company is not liable for consequential or secondary damage from any covered item for property damage or personal injury, nor for service relating to any toxic materials or asbestos.
6. Company has the sole responsibility in determining whether to repair or replace.
7. Company's liability is limited to systems failure due to normal wear and tear. Approval amounts for systems beyond manufacturer's/industry standard life expectancy are at the sole discretion of the Company.
8. Company is not responsible for any computerized or electronic energy management, lighting, or appliance management systems.
9. Company is not responsible for failure to provide reasonable service due to conditions beyond its control; including, but not limited to: Delays in obtaining equipment, parts, or labor difficulties.
10. Items not covered for the home seller or for the first 30 days after the close of sale for the home buyer are: Any improper operation or malfunction due to rust for any system or component, appliance or pools/spas, and collapsed duct work.
11. Company is not responsible for additional charges to install or remove non-related equipment or systems in order to make a covered repair.
12. Vacant or unoccupied homes are covered during the listing period as long as they are maintained and not abandoned.
13. This Contract is non-cancellable, except for non-payment of Contract Fees, Deductibles and/or service call fees, fraud or misrepresentation of facts, material to claims and the issuance of this Contract.
14. Company will not be obligated to service any system or appliance classified by manufacturer as commercial, leased equipment, stolen, vandalized, not properly maintained or connected, misused, neglected, consequential damages, abnormal use or damages due to inadequate capacity as determined/diagnosed by a licensed service contractor in the specific field and/or Company.
15. The type of service, repair or replacement and/or second opinion, will be at the Company's sole discretion. APHW is not responsible for any costs due to repair, replacement, installation and labor of any covered system or part while under existing manufacturer's warranty or third party service plan/agreement. Any inspections, reports, findings and/or disclosures will be made available to APHW upon request.
16. Anyone doing work on covered items is in no way a representative or agent of Company.
17. Coverage will not be provided if APHW is not notified when a problem is discovered and in all events prior to the expiration of this Contract. All repairs under this Contract must be completed within 30 days of the date Company is first notified or the claim will be permanently closed unless, for good cause shown by the homeowner, Company agrees in writing to permit consideration of the claim at a later time.



## GENERAL

1. Any dispute arising under this Agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration cost equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court and law.
2. Coverage for Lease Purchase Agreement is available for the Lessee only. This coverage begins upon payment of the Contract Fee and the acceptance of the Agreement by the Company.
3. This Agreement may be renewed at the option of the Company and where permitted by State Law. Prior to renewal, the Company will notify the homeowner of the proposed renewal terms and costs.
4. The Company reserves the right to seek a second opinion for any service call.
5. The Company reserves the right to purchase back the warranty program if the party is not satisfied with the Home Warranty Plan. APHW will return the pro-rated purchase price of this Agreement, less any fees and/or costs incurred for repairs, to the party that purchased this Agreement.
6. This Agreement may be terminated by either party upon written notice to the other for any of the following reasons:
  - a. Misrepresentation concerning any covered item or any other fact related to the Agreement;
  - b. Non-payment of initial or service fees;
  - c. If the listing Agreement for the covered property terminates or expires without sale of the property, or upon mutual agreement of the parties;
  - d. Abuse, threatening or harming, or endangering the safety and/or well-being of any APHW employee.
7. America's Preferred Home Warranty, Inc. is bonded.
8. The Buyers and/or Sellers, by signing this Contract, give authorization to APHW and its affiliates to contact You by phone, mail and/or electronically.
9. If the home is a foreclosure or a repossessed home, there is no coverage for the Seller. Coverage for the Buyer begins 30 days after closing, provided all proper paper work is signed and submitted to APHW.
10. This is not an insurance policy; Our obligations under this Agreement are backed by the Company's Full Faith and Credit.
11. If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

## MULTIPLE UNITS

1. If this contract is for a duplex, triplex, or fourplex dwelling, all units within such dwelling must be covered by an APHW warranty Agreement for coverage to apply to common systems and appliances (e.g. Triplex = 3 warranty Agreements).
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. Listing coverage is not available to seller.
3. Except as otherwise provided in this section, common systems and appliances are not covered.

## MANUFACTURED HOMES

1. Manufactured homes must have a permanent address.
2. Manufactured homes over 20 years old have a \$500 limit on heating. There is also a \$500 limit on air conditioning.
3. Manufactured homes during the moving of location from one to another will not be covered from the time of disconnect until 30 days after hook-up (by an approved contractor) to the second location. Notice must be given to the warranty Company of the moving and address change of the home.

## PRIVACY POLICY:

Please visit APHW.COM to view our Privacy Policy.

## SPECIAL STATE REQUIREMENTS:

Regulation of Home Warranty Agreements may vary widely from state to state. Any provision within this Agreement which conflicts with the laws of the state where the covered home is located shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision within Your Agreement terms and conditions to the contrary.

## ALABAMA RESIDENTS ONLY:

The venue for any dispute arising under this Agreement by Alabama Contract holders will be interpreted and enforced according to the laws of the State of Alabama.

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

### Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer, for the Contract to be transferred to the new owner of the covered premises.

### Use of Non-Original Manufacturer Parts

*We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.*

## ARIZONA RESIDENTS ONLY:

### Cancellations and Refunds

If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund of the Contract Fee, less an administrative fee not to exceed 10% of the pro-rata refund. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. This Agreement will be interpreted and enforced according to the laws of the state of Arizona. In no event will claims be deducted from any refund.

## ARKANSAS RESIDENTS ONLY:

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

### Transfer of Coverage/Agreement

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

### Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

### COLORADO RESIDENTS ONLY:

This Service Contract may be covered by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", articles 1 and 2 of title 6, C.R.S., and that a party to such a Contract may have the right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.

### GEORGIA RESIDENTS ONLY:

This is not a contract of insurance.

This Agreement does not cover consequential damages that result from a covered Breakdown or normal wear and tear.

This Agreement only provides coverage for one-family or two-family residential building structures. This Agreement also does not provide coverage for condominium units if they are within a building structure that houses more than two families.

Our obligations under this Agreement are insured under a Surety Bond issued by Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201 Harrisburg, PA 17112. You are entitled to make a direct claim against this Company if We fail to pay any claim or refund within 60 days after You have filed proof of loss with Us.

Arbitration results will be non-binding relative to Contracts issued to Georgia residents.

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee, provided no claims have been paid. If Your cancellation request is made more than thirty (30) days from the date of purchase, or if a claim has been paid within the first thirty (30) days, You will receive a pro-rata refund, less 10% of the refund amount due. We may not cancel this Agreement except for fraud, material misrepresentation, or nonpayment by You. Notice of such cancellation will be in writing and given at least thirty (30) days prior to cancellation. If We cancel this Agreement, You will receive a 100% pro-rata refund. In no event will claims be deducted from any refund. This Agreement will be interpreted and enforced according to the laws of the state of Georgia.

### ILLINOIS RESIDENTS ONLY:

THIS IS NOT A CONTRACT FOR INSURANCE.

### IOWA RESIDENTS ONLY:

The issuer of this Contract is subject to regulation by the insurance division of the department of commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the insurance division.

### KENTUCKY RESIDENTS ONLY:

This is not an insurance policy; APHW is backed by its Full Faith and Credit. The holder of this Service Contract shall be entitled to make a direct claim against the insurer upon the failure of the maker to pay any claim within 60 days after the claim has been filed with Philadelphia Indemnity Insurance Company, 4050 Crums Mill Road, Suite 201, Harrisburg, PA 17112.

### MISSOURI RESIDENTS ONLY:

Obligations of the Provider under this Service Contract are backed only by the Full Faith and Credit of the Provider (issuer) and are not guaranteed under a reimbursement insurance policy.

This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

### Use of Non-Original Manufacturer Parts

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

### NEVADA RESIDENTS ONLY:

### Cancellations and Refunds

If You are not satisfied with the manner in which We are handling a claim on the Contract, You may contact the Commissioner by calling 888.872.3234. You may cancel this Agreement by returning the Service Contract to Us within 20 days of Your receipt of the Service Contract (the "free-look period") and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made after the free-look period, or if a claim has been paid during the free-look period, You will receive a pro-rata refund of the Contract Fee, less a \$25.00 cancellation fee. If You request cancellation of this Agreement within the free-look period and the refund is not paid or credited within 45 days after return of the Agreement to Us, a 10% penalty will be added to the refund for every 30 days the refund is not paid. This provision applies only to the original purchaser of the Agreement. Any such refund may be credited to an outstanding balance of Your account, and the excess, if any, returned to You. The cost of benefits paid or services provided during the current Contract year will be deducted from any refund issued pursuant to the holder's cancellation of this Contract. We may cancel this Agreement if the reason for cancellation is Nonpayment by You of the Contract Fee, or a material misstatement by You relating to the covered property or its use, an act or omission by You, or a violation by You of any condition of the Service Contract, which occurred after the effective date of the Service Contract and which substantially and materially increases the service required under the Service Contract, however, no such cancellation may become effective until at least 15 days after the notice of cancellation is mailed to You. You will receive a pro-rata refund of the Contract Fee.

**THERE IS A 30-DAY WAITING PERIOD FOR: WATER WELL, SEPTIC and THE BUYER OF A FORECLOSURE OR A REPOSSESSED HOME.** There is no coverage for the seller of a foreclosure or a repossessed home.

### NEW JERSEY RESIDENTS ONLY:

You may cancel this Agreement by informing APHW of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement fee, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if one or more claims has been paid, You will receive a pro-rata refund of the Agreement fee, minus the amounts paid by APHW on claims.

If You request cancellation of this Agreement within 30 days of the purchase date of the Agreement and the refund is not paid or credited within 45 days after cancellation of the Agreement to APHW, a 10% penalty will be added to the refund for every 30 days the refund is not paid.

If APHW cancels this Agreement, APHW must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for the cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Agreement and/or material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If APHW cancels, You will receive a pro-rata refund of the Agreement based upon the length of the Agreement and the time the Agreement has been in effect as of the date of cancellation.

APHW will approve the use of refurbished, reconditioned, non-original manufacturer parts in performing Our obligations under the Agreement.

Obligations of the Provider under this Service Contract are backed by the Full Faith and Credit of the Provider.

### NEW MEXICO RESIDENTS ONLY:

### Cancellations and Refunds

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within sixty (60) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use.

**OHIO RESIDENTS ONLY:**

This Contract is non-cancellable by buyer or person entitled to benefits under this Contract.

**SOUTH CAROLINA RESIDENTS ONLY:**

This is not a contract of insurance.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Contract Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement.

If We cancel this Agreement, We must provide You with a written notice at least 15 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

If You have any questions regarding this Contract, or a complaint against the Provider, You may contact the South Carolina Department of Insurance, 1201 Main St. Ste. 1000, Columbia, SC 29201 or Post Office Box 100105, Columbia, SC 29202-3105, or 800.768.3467.

**Transfer of Coverage/Agreement**

If ownership of the covered premises changes during the Contract term, You must notify APHW at 1.800.648.5006, within 30 days of property transfer for the Contract to be transferred to the new owner of the covered premises.

**Use of Non-Original Manufacturer Parts**

We will approve the use of non-original manufacturer parts in providing the services We are required to perform under this Agreement.

**TEXAS RESIDENTS ONLY:**

Any place in the Contract where the term "deductible" appears, Texas Residents should read this as a "Plan Fee". The Plan Fee varies in amount, as shown on pages 2-4, depending on the Plan You selected when You purchased the Warranty, and is the amount You are responsible to pay per repair for covered Breakdowns.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

This Contract is issued by a Residential Service Company licensed by the Texas Real Estate Commission. Complaints about this Contract or Company may be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, TX 78711-2188, 512.936.3049. The purchase of a residential service contract, or home warranty contract, is optional, and similar coverage may be purchased from other residential service companies or insurance companies authorized to conduct business in Texas.

**UTAH RESIDENTS ONLY:**

This Service Contract is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association.

LISTSECURE® IS NOT AVAILABLE IN UTAH.

Page 9, GENERAL, Item 6 is deleted and replaced with; Grounds for cancellation include material misrepresentation, substantial change in risk, and substantial breaches of contractual duties. Notice of cancellation is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment is effective no sooner than 10 days after delivery or first-class mailing of the notice.

Items with pre-existing conditions are excluded from coverage; all items on which a claim may be made must be properly installed and fully operational on the effective date of this Service Contract.

**WASHINGTON RESIDENTS ONLY:**

This Contract is inapplicable to and does not provide services for items that are prohibited or excluded by Washington law.

**WISCONSIN RESIDENTS ONLY:****Cancellations and Refunds**

This Agreement may be cancelled by the Provider only for nonpayment of the Provider fee, material misrepresentation by the Contract holder to the Provider or administrator, or substantial breach of duties by the Service Contract holder relating to the covered product or its use. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You are entitled to cancel this Agreement without a cancellation fee, less any claims paid.

You may cancel this Agreement by informing Us of Your cancellation request within 30 days of the purchase of the Agreement and You will receive a 100% refund of the full Agreement Fee of Your Agreement, provided no claims have been paid. If Your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, You will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If You request cancellation of this Agreement within thirty (30) days of the purchase date of the Agreement and the refund is not paid or credited within forty-five (45) days after return of the Agreement to Us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the Agreement. If You cancel this Agreement, the administrative fee shall not exceed the lesser of 10% of the Contract Fee or twenty-five dollars (\$25.00). Any refund may be credited to any outstanding balance of Your account and the excess, if any, returned to You.

If We cancel this Agreement, We must provide You with a written notice at least 5 days prior to cancellation at Your last known address, with the effective date for the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee, or a material misstatement by You relating to the covered property or its use. If We cancel this Agreement, You will receive a refund based upon one-hundred percent (100%) of the unearned pro-rata Contract Fee of this Agreement.

**THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

**WYOMING RESIDENTS ONLY:**

Holding a Service Contract covering a home in Wyoming:

**Cancellations and Refunds**

The following terms, restrictions or conditions shall govern cancellation of this Service Contract prior to the termination or expiration date of the Service Contract by either the Provider or by the Service Contract holder. APHW shall mail a written notice to the Service Contract holder at the last known address of the Service Contract holder contained in the records of the provider at least ten (10) days prior to cancellation by the Provider. Prior notice is not required if the reason for cancellation is nonpayment of the Provider fee, a material misrepresentation by the Service Contract holder to APHW or a substantial breach of duties by the Service Contract holder relating to the covered product or its use.

The original Service Contract holder may return the Service Contract within twenty (20) days of the date the Service Contract was mailed to the Service Contract holder or within ten (10) days of delivery if the Service Contract is delivered to the Service Contract holder at the time of sale or within a longer time period permitted under the Service Contract. Upon return of the Service Contract to APHW within the applicable time period, if no claim has been made under the Service Contract prior to its return to APHW, the Service Contract is void and APHW shall refund to the Service Contract holder, or credit the account of the Service Contract holder, with the full purchase price of the Service Contract. The right to void the Service Contract provided in this subsection is not transferable and shall apply only to the original Service Contract purchaser, and only if no claim has been made prior to its return to APHW. A ten percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after return of the Service Contract to APHW.

The Contract holder may terminate the Contract for any reason.

**Arbitration**

The arbitration clause in the main body of this service contract does not apply. In the event of any disagreement, the parties may agree to arbitration in a separate written agreement.

# Real Estate Home Warranty Agreement Information

**Seller's coverage** for the listing period starts the date the application is received and accepted by APHW and continues until closing or until the listing is cancelled, whichever occurs first.

**Buyer's coverage** begins at the close of sale and continues for one (1) year from that date and continues for one (1) year from that date (or two (2) years if the 2-year plan is chosen), provided payment has been received by APHW within seven (7) business days after close of sale in order for coverage to be in force. **See terms, conditions, and limitations within this Agreement, located on pages 7-11 of this Contract.**

**The charges shown for principal dwelling and additional dwellings include the full amount of all fees, if any, payable to the real estate Broker and its agents for administering, processing and advertising.**

**This Agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home.**

Seller acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms & Conditions on pages 7-11 and that the obligation of APHW to perform hereunder is conditional upon the truth and accuracy of statements made in these declarations and upon full performance of this Agreement by the Seller. The seller further acknowledges that any known pre-existing defects have been declared and that all systems for which coverage is provided are fully functional and in good and satisfactory operating condition and will be in good operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home and is obligated to pay the cost of this Home Warranty protection at closing. **Seller Preferred Upgrade fee is due at closing. Seller understands and agrees that APHW reserves the right to request payment of the Seller Preferred Upgrade if service has been performed on an upgraded system or appliance in the event of listing expiration or cancellation of coverage.**

**Buyer acknowledges by signature and/or payment, that he or she has read, understands and accepts this Real Estate Home Warranty Agreement, including all Service Agreement Terms and Conditions on pages 7-11 and the obligation of this Agreement by the Seller and Buyer that all systems are in good and satisfactory operating condition on the transfer date of coverage to the Buyer and upon occupancy of the home.**



# Start A Claim

## 24/7/365 Person-to-Person Claims Service



**We must receive your contractor's diagnosis of the item failure and provide you with telephone approval before having any work done. Reimbursement for services will not be made without prior approval.**

### 1. Start Your Claim

**First, make sure the item is covered by your plan.**

If the item is listed as covered, you may start your claim.

#### Online: [APHW.COM](http://APHW.COM)

Click the **Start A Claim** button at the top of the page. Then follow the instructions to start your claim online and obtain a claim number.

#### Phone: **1.800.648.5006**

An APHW customer service representative will take your information, assign you a claim number, and review instructions to complete your claim.

### 2. Schedule

Once you receive a claim number, you may then call and schedule a local licensed contractor of your choice. Once your contractor arrives, they must first diagnose your problem.

**Important: Before the contractor does any work, have the contractor call APHW with the diagnosis.**

An APHW customer service representative will speak with you and your contractor to determine the approved dollar amount covered by your warranty. Your contractor may then make the necessary repairs.

### 3. Payment

Your APHW customer service representative will make sure that arrangements for payments are made. You will be required to pay the contractor a deductible for each trade call, or the actual cost; whichever is less.

An APHW customer service representative will follow up with you after the repairs are made to make sure you are completely satisfied with the work that was done.

