

Note: This sample agreement does not apply to residents of Arizona, California, Florida, Hawaii, Oregon, Texas, Utah, or Wisconsin. To view the Sample Agreement for these states, please go to ahs.com/realestate and select the applicable state.

The Provider/Obligor of this Agreement (the “Provider”, “American Home Shield”, or “AHS”) is as follows:

In Alabama, Arkansas, Colorado, Connecticut, Delaware, District of Columbia, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Vermont, West Virginia, Wyoming: **American Home Shield Corporation**

In Iowa: **American Home Shield of Iowa, Inc.**

In Maine and Massachusetts: **American Home Shield of Maine, Inc.**

In Oklahoma: **American Home Shield of Oklahoma, Inc.**

In Virginia: **American Home Shield of Virginia, Inc.**

In Washington: **American Home Shield of Washington, Inc.**

Contact Information:

**150 Peabody Place
Suite 300
Memphis, TN 38103**



**Sample Agreement
Revision date: 2/28/2022**

Certain items and events are not covered by this Real Estate Home Service Plan (“Home Service Plan”). Please refer to the exclusions, restrictions, and limitations in boldfaced type in this document.

REAL ESTATE HOME SERVICE PLAN

A. YOUR AGREEMENT

1. Your Agreement (“Agreement”) with AHS consists of:

- a. the Account Summary provided to you by AHS; and
- b. the terms and conditions of this Home Service Plan.

2. Your Agreement with AHS includes only specified coverage for the systems and components (“Covered Items”) stated as covered in your Account Summary, and is subject to the limitations, exclusions, and provisions set forth in this Home Service Plan. So you understand your specific coverage, please read your Agreement carefully. “You” and “Your” (upper case or lower case) are references to the person who has entered into or been provided this Agreement with AHS.

3. Agreement Term and Costs.

Your Agreement Term (the dates that your Agreement is in effect) and your Agreement Costs (Agreement Price and Trade Service Call Fee) are set forth in your Account Summary. Your Agreement Price is due and payable as your Account Summary specifies, and your Trade Service Call Fee is due and payable upon a request for service under your Agreement as described in Section B below. Additional costs may apply in accordance with other sections of this Home Service Plan. AHS may, in its sole discretion, elect to continue to offer you coverage as of the end of your Agreement Term under AHS’ then-current terms and conditions. In the event AHS elects to continue to offer you coverage, you will be notified of the terms governing such coverage at least thirty (30) days prior to the end of your Agreement Term.

4. Agreement Termination.

- a. AHS may terminate your Agreement only for the following reasons:
 - i. Breach of your Agreement by you, including but not limited to nonpayment of your Agreement Price or Trade Service Call Fees when due. AHS agrees to give you written notice of such breach and thirty (30) days opportunity from the date of such notice to cure the breach before termination;
 - ii. Immediately upon discovering fraud or misrepresentation of material facts to AHS by you related to your Agreement; or

- iii. Immediately in the event you threaten to harm, or actually harm, the safety or well-being of AHS, any employee of AHS, a Service Contractor, or any property of AHS or the Service Contractor.
- b. If your Agreement is terminated by AHS or you (and you may terminate your Agreement at any time for any reason), the following shall apply:
 - i. If your Agreement is terminated within the first thirty (30) days and you have experienced:
 - (1) No service, AHS will provide a full refund of your Agreement Price paid to date;
 - (2) Service under which AHS’ total cost to provide service under your Agreement (“AHS’ Service Cost”) is less than your Agreement Price paid to date, AHS will provide a refund of your Agreement Price paid to date, less AHS’ Service Cost;
 - (3) Service where AHS’ Service Cost is greater than your Agreement Price paid to date, you shall pay to AHS upon demand AHS’ Service Cost minus your Agreement Price paid, to a maximum of your full Agreement Price as provided in your Account Summary.
 - ii. If your Agreement is terminated after the thirtieth (30th) day and you have experienced:
 - (1) No service, AHS will refund any portion of your Agreement Price paid to date applicable to the remaining Agreement Term;
 - (2) Service where AHS’ Service Cost is less than your Agreement Price paid to date, AHS will refund any portion of your Agreement Price paid applicable to the remaining Agreement Term, less AHS’ Service Cost;
 - (3) Service where AHS’ Service Cost is greater than your Agreement Price paid to date, you shall pay to AHS upon demand the lesser of AHS’ Service Cost minus your Agreement Price paid, to a maximum of your full Agreement Price as provided in your Account Summary.

- c. If your Agreement is terminated per paragraph 4.b.ii. above, an administrative fee of an amount equal to your Agreement Price for one month of coverage: (i) shall be paid by you to AHS on demand, (ii) shall be charged to you via any payment source you have provided AHS, or (iii) shall be subtracted by AHS from any refund due to you.
- d. Additionally, you shall be responsible for an administrative fee of the lesser of (i) your Plan Fee for one month of coverage under this contract or (ii) such amount as is permitted by law.
- e. Additional State-Specific Provisions:
 - i. **Illinois residents only:** (d) Additionally, customer shall be responsible for an administrative fee of the lesser of (i) your Plan Fee for one month or (ii) \$50.
 - ii. **Wyoming residents only:** Prior notice is not required if the reason for cancellation is nonpayment of contract fees, a material misrepresentation by the service contract holder to AHS or a substantial breach of duties by the service contract holder relating to the covered product or its use.
 - iii. **Wyoming residents only:** 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 AHS.
 - iv. **LOUISIANA residents only:**
 - A. The standard cancellation rules shall apply, except that in Louisiana the contract holder may return this contract within 20 days of the time this contract is mailed or within 10 days of delivery if this contract is delivered to the contract holder at the time of sale (escrow). If no claim has been made, this contract is deemed void and AHS shall refund to the contract holder, or credit the account of the contract holder, the full purchase price of this contract. The right to void this contract is not transferable and shall only apply to the original contract holder and only if no claim has been made prior to its return to AHS. A ten percent penalty shall be added to a refund that is not paid or credited within 45 days after return of this contract to AHS.
 - B. If the contract fees are billed through a mortgage loan that is later sold or paid in full, then uninterrupted coverage can be arranged by immediately calling (800) 247-4749 to establish an alternate payment method. This contract will be deemed cancelled if the contract holder fails to initiate such payment arrangements within 30 days. C. In the event the contract is cancelled by AHS, AHS shall provide the contract holder written notice of the cancellation at the last known address of the service contract holder at least 15 days prior to cancellation by AHS, unless the reason for cancellation is nonpayment of contract fees, fraud or misrepresentation of facts material to the issuance of this contract or a substantial breach of duties of the contract holder relating to a covered item or its use. The notice shall state the date of cancellation and the reason for the cancellation.
 - v. **South Carolina residents only:** A 10 percent penalty per month shall be added to a refund that is not paid or credited within 45 days after the return of the Service Contract to the provider.

5. Agreement Transfer.

Your Agreement may be transferred if the covered property changes ownership during the Agreement term. To transfer the Agreement to the new owner, you are required to call the Sales phone number stated in your Account Summary.

B. REQUESTING SERVICE

1. Service requests must be submitted to AHS before any work will be performed for you. You will be charged a Trade Service Call Fee, due at the time of your request for service, for each Covered Item for which you request service. Unless otherwise required by law, AHS will not reimburse you or others for services performed without AHS' prior approval and will not provide service until any past due Trade Service Call Fees and other Agreement Costs have been paid.
2. After you have made a service request and provided a valid payment source along with approval to charge to that source any applicable Trade Service Call Fees or other fees owed to AHS, if your request pertains to a Covered Item under your Agreement, AHS will dispatch an AHS selected and approved technician in the trade applicable to your service request ("Service Contractor") to evaluate the circumstances associated with your service request.
3. In some cases, AHS may not be able to provide a Service Contractor and may request you to contact an independent service contractor, who will be required to contact AHS for approval before beginning any repair or replacement efforts on your behalf. If your contractor will not bill AHS directly, you will pay your contractor directly, and AHS will reimburse you the amount of the authorized repair or replacement as agreed between AHS and your contractor in advance of work performance and as demonstrated by proof of payment provided by you.
4. You have the right to request a second opinion of the cause of the malfunction within seven (7) days after AHS informs you that, based on a Service Contractor's diagnosis, a malfunction of a Covered Item is not covered by your Agreement. AHS shall dispatch a different Service Contractor to render such second opinion provided that a different Service Contractor is reasonably available in AHS' contractor network in your area. If AHS deems that the second opinion also reveals no covered malfunction, you will be responsible for an additional Trade Service Call Fee. If AHS deems the second opinion materially different from the initial opinion and indicative of coverage, no additional Trade Service Call Fee is due. AHS may obtain additional opinions as needed. AHS will consider the merits of all opinions and decide, in AHS' sole discretion, whether to accept coverage.
5. If a particular AHS repair or replacement fails within thirty (30) days after completion, AHS will send a Service Contractor to correct the failure. You will not be charged an additional Trade Service Call Fee for such failed repair or replacement.
6. AHS may refuse to provide or continue service to you for the following reasons:
 - a. Breach of your Agreement by you until such breach is cured to AHS' reasonable satisfaction;
 - b. Upon discovering fraud or misrepresentation of material facts to AHS by you related to your Agreement; or
 - c. In the event you threaten to harm, or actually harm, the safety or well-being of AHS, any employee of AHS, a Service Contractor, or any property of AHS or the Service Contractor.

C. BASIC COVERAGE

1. Coverage under your Agreement is for your owned or rented residential property as it has been represented to AHS. **Coverage under your Agreement does not include commercial property or premises converted into a business or to which the general public is invited for business purposes.**

2. Except as otherwise specified by your Agreement, Covered Items under your Agreement must be:

a. Installed under the roof (including specified roofs if roof leak option selected), within the confines of the structural walls, and on or above the main foundation of the home (excluding porches, patios, and other adjacent or detached structures unless specifically covered by your Agreement), within an attached or detached fully enclosed garage capable of parking one or more motor vehicles, or within a guest unit as separately defined by AHS (if guest unit coverage has been elected). Note: a detached garage or other building may qualify as a guest unit; and

b. Manufactured for non-commercial residential application.

3. The following also may be Covered Items (if included in your Agreement) if they are installed and manufactured for outside use or located in a structure which fully protects them from the elements: air conditioning, heating, electrical panel, water heater, cleanout, pressure regulator, exterior well pump, septic tank, sewage ejector pumps, or pool and/or spa equipment.

4. Coverage under your Agreement is for a Covered Item malfunction occurring during your Agreement Term caused by:

- a. Normal wear and tear of the Covered Item;
- b. Rust or corrosion of the Covered Item;
- c. Improper good faith installation, repair, or modification of the Covered Item (such good faith efforts shall not be subject to the exclusion provided for in Section D.6.a. below);
- d. System installation where component units of the Covered Item were not properly matched to each other for proper operation; or
- e. Insufficient maintenance of the Covered Item.

5. A Covered Item malfunction that predates your Agreement Term is not covered under your Agreement unless the malfunction (1) was revealed during a home or other inspection that predated your Agreement Term and subsequent proof of repair is provided to AHS' reasonable satisfaction; or (2) is undetectable by ordinary visual inspection of the Covered Item. For example, a visual inspection that reveals damage or a missing component or part (e.g. a missing dishwasher door) indicating inoperability would not be covered under your Agreement.

6. When addressing a Covered Item malfunction, unless an alternative procedure or other provision under your Agreement applies, AHS will make arrangements in accordance with your Agreement to:

- a. Repair or replace the Covered item,
- b. Dismantle and remove associated defective equipment, as reasonably performable by the dispatched Service Contractor, and
- c. Recapture, reclaim, and/or dispose of refrigerant, as applicable.

7. When making Covered Item repairs or replacements, AHS reserves the right to:

- a. Rebuild existing parts and/or to install rebuilt parts. AHS will use reasonable efforts to install Covered Items or parts of Covered Items of similar capacity, capability, color, and finish, but AHS is not responsible for matching dimensions or brand. AHS is not responsible for repairing, replacing, or matching any feature of a Covered item that does not contribute to the primary function of that Covered Item.

b. Use an alternative refrigerant, which has been approved by the Environmental Protection Agency ("EPA") for use in your Covered Item, when the refrigerant specified by the manufacturer for use in your Covered Item is no longer readily available in your area. You shall have the right to refuse the use of any such alternative refrigerant, in which case AHS' responsibility shall be limited to offering you a cash in lieu payment for the no longer readily available refrigerant. Any such cash in lieu payment shall be subject to the ten dollar (\$10) limit on refrigerant costs noted in Section D.14.b. See Section C.8 below for further terms and conditions governing cash in lieu payments, including timing of such payments and proof of replacement requirements.

8. In some instances, AHS will, at its sole discretion, offer cash in lieu of repair or replacement. If AHS makes the determination under the circumstances described below or in Section C.7(b) above that cash in lieu of repair or replacement will be paid, AHS will make such payment to you within 30 days after the AHS determination is communicated to you. AHS will not perform the same repair or replacement of a Covered Item that has been the subject of a cash in lieu payout during any term of any agreement between you and AHS unless you first produce applicable proof of repair or replacement of that Covered Item to AHS' reasonable satisfaction.

a. When AHS' combined cost of diagnosis and repair or replacement is estimated to exceed a stated Agreement dollar limit, (except for the dollar limits as stated in the following paragraphs of Section D.14: c, d), AHS will not provide repair or replacement services but will instead pay to you an amount equal to the remaining Agreement dollar limit (after the amount of expenditure by AHS under that Agreement dollar limit is subtracted from the total Agreement dollar limit).

b. If AHS determines, in its sole reasonable discretion, that circumstances beyond AHS' control prevent or hamper AHS from providing a proper repair or replacement of a Covered Item, AHS may provide you cash in lieu of AHS' cost of such repair or replacement services. These circumstances may include but are not limited to:

- i. A Covered Item that, after repair or replacement, would become or remain non-compliant with laws, regulations, or code requirements; or
- ii. A Covered Item that is not repairable and a replacement item is no longer available.

D. ADDITIONAL LIMITATIONS AND EXCLUSIONS

1. In addition to any item, system, or component specifically noted as not covered in this Agreement, your Agreement does not cover:

- a. Routine maintenance (you are responsible for providing maintenance and cleaning of Covered Items as specified by the manufacturer or as generally required for proper Covered Item operation);
- b. A malfunction of a Covered Item due to lack of, or excess of, capacity in the Covered Item;
- c. Repair or remediation of cosmetic defects;
- d. Repair, replacement, installation, or modification of any Covered Item, or part thereof, that has been determined to be defective by the Consumer Product Safety Commission or other similar regulatory entity or for which a manufacturer or distributor has issued a warning, recall, or determination of defect;
- e. Flues, venting, chimneys, and exhaust lines;
- f. Electronic, computerized, or other home management and/or automation systems;

- g. The following components of otherwise Covered Items: cameras, speakers, microphones, phones, motion sensors, proximity or touch sensors, screens not essential to the operation of the item, remote controls, devices responsible for or associated with wireless connectivity capabilities and/or satellite communication;
- h. Replaceable filters associated with any Covered Item;
- i. Radon and other leak detection monitoring systems and fire sprinkler systems;
- j. Solar items, systems, and components of Covered Items;
- k. Except as otherwise specified in your Agreement, Covered Item modifications, upgrades, repairs, or replacements required to comply with any federal, state, or local laws, regulations, or ordinances, utility regulations, or building or zoning code requirements; and
- l. Cranes, scaffolding, or other non-industry standard vehicles or equipment required to install, remove, or access Covered Items in order to provide services under your Agreement. You may be charged an additional fee by the Service Contractor if such vehicles or equipment are required to perform service.
2. Except as otherwise specified in your Agreement, AHS is not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials or other waste.
3. AHS is not responsible or liable for mold, mildew, bio-organic growth, rot, fungus, any similar issues, or pest damage, of any nature or kind, including but not limited to:
- Damages of any kind resulting from such causes;
 - Diagnosis, inspection, notification, removal, or remediation of such conditions; or
 - Repairs or replacements necessitated by such causes.
4. Except as otherwise specified in your Agreement, AHS is not responsible or liable for:
- Providing or securing access to Covered Items;
 - Costs of construction, carpentry, or other modifications necessary to remove, relocate, or install a Covered Item or part thereof; or
 - Restoration of any wall or floor coverings, cabinets, counter tops, tiles, paint, or the like.
5. AHS is not responsible or liable for the cost or conduct of testing required by statute or regulation associated with the repair or replacement of Covered Items or components.
6. AHS is not responsible or liable for Covered Item repairs or replacements when a malfunction is due to:
- Misuse, abuse, or mistreatment, including but not limited to removal of parts and damage, by people, pests, or pets;
 - Accidents, fire, freezing (except roof leaks), water damage, electrical failure or surge, or excessive or inadequate water pressure;
 - Lightning, mud, earthquake, soil movement, storms, or other acts of God;
 - Acts of war or terrorism; or
 - A manufacturer's improper design, materials, or formulations; a defective manufacturing process; or other manufacturing defects.
7. Except to the extent caused by AHS or its Service Contractors, AHS will not be liable for any violations by you or by third parties of federal, state, or local laws, regulations, or guidelines relating to Covered Items, and will not perform repairs or replacements that will or may violate any current federal, state, or local laws, regulations, or guidelines.
8. AHS is not responsible or liable for special, secondary, incidental, indirect, consequential, exemplary, or other related damage resulting from the malfunction of any Covered Item, or AHS' or a Service Contractor's neglect or delay in providing, or failing to provide, repair or replacement of such Covered Item, including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, or personal and/or real property damage.
9. AHS is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond AHS' control.
10. AHS will not repair or replace Covered Item malfunctions covered by the warranty of a manufacturer, distributor, builder, or by an extended warranty issued by any of the foregoing or by a third party.
11. Except as otherwise provided herein, systems and appliances shared by separate residential properties are not covered.
12. Your Agreement only covers single family homes and condominiums/townhomes/mobile homes (including manufactured housing) under 5,000 square feet, unless you have applied to AHS' Sales Department to cover an alternative dwelling type (i.e. 5,000 square feet up to 10,000 square feet, or multiple units), AHS has agreed to such coverage, and the appropriate fee has been paid. If your Agreement is for a duplex, triplex, or fourplex residential property, then all units within the residential property must be covered by an appropriate AHS Home Service Plan for coverage to apply to shared systems and appliances.
13. If your Agreement is for a multi-unit residential property other than those specified in D.12 above, then only items contained within the confines of each individual residential property are covered. Shared systems and appliances are not covered.
14. Certain other Covered Item dollar limits:
- AHS will pay up to two thousand dollars (\$2,000) total (under which total dollar limit all other applicable dollar limits in this paragraph 14 shall apply) for access, diagnosis, and repair/replacement of all Covered Items under Section F for a home seller's coverage while the seller's residential property is listed but before sale closing. Section F is the only Covered Items section applicable to such listing coverage under this Home Service Plan.
 - As part of any other applicable Covered Item dollar limit, AHS will pay up to ten dollars (\$10) per pound for refrigerant installed in a Covered Item. This limit only applies to coverage provided by Section F. and Section G., and does not apply to coverage provided by Section H.
 - AHS will pay up to a total of four thousand dollars (\$4,000) per Covered Item malfunction for access, diagnosis, and repair/replacement of any covered Appliance in Section G. This limit does not apply to covered Appliances covered by Section H.
 - AHS will pay up to a total of seven thousand dollars (\$7,000) per Covered Item malfunction for access, diagnosis, and repair/replacement of any covered Appliance in Section H.
 - AHS will pay up to five hundred dollars (\$500) total per Agreement Term for access, diagnosis, and repair/replacement of sewage ejector pumps.
 - AHS will pay up to one thousand dollars (\$1,000) total per Agreement Term for access, diagnosis, and repair/replacement of all refrigerators under the Wine and Wet Bar Refrigerators coverage.
 - AHS will pay up to one thousand five hundred dollars (\$1,500) total per Agreement Term for access, diagnosis, and repair/replacement of each well pump.

- h. AHS will pay up to three thousand dollars (\$3,000) total per Agreement Term for access, diagnosis, and repair/ replacement of pool equipment including, but not limited to, pool heaters.**
- i. AHS will pay up to two thousand dollars (\$2,000) total per Agreement Term for access, diagnosis, and repair/ replacement of any glycol, hot water, or steam circulating heating system and any water heater which supplies heated water to such system(s).**
- j. AHS will pay up to two thousand dollars (\$2,000) total per Agreement Term for access, diagnosis, and repair/ replacement of any geothermal and/or water source heat pumps.**
- k. As part of any other applicable Covered Item dollar limit, AHS will pay up to two hundred fifty dollars (\$250) total per Agreement Term for obtaining required permits when completing an AHS-approved repair or replacement of a Covered Item. This limit only applies to coverage provided by Section F. and Section G. Please see Section H for applicable coverage limit.**
- l. As part of any other applicable Covered Item dollar limit, AHS will pay up to two hundred fifty dollars (\$250) total per Agreement Term to correct code violations and/or upgrade to current code requirements when completing AHS-approved repairs or replacements of Covered Items. If AHS is unable to diagnose whether a Covered Item malfunction exists due to an existing code violation, this code violation coverage shall not apply, and you are responsible for correcting the existing code violation in order to allow AHS to conduct such diagnosis. This limit only applies to coverage provided by Section F. and Section G. Please see Section H for applicable coverage limit.**
- m. If ductwork is accessible only through a concrete floor, wall, or ceiling, AHS will pay up to one thousand dollars (\$1,000) total per Agreement Term for access to, repair to, or replacement of such ductwork, including returning access openings to a rough finish.**
- n. If plumbing is accessible only through a concrete floor, wall, or ceiling, AHS will pay up to one thousand dollars (\$1,000) total per Agreement Term for access to, repair to, or replacement of such plumbing, including return access openings to a rough finish.**
- o. AHS will pay up to one thousand five hundred dollars (\$1,500) total per Agreement Term for repair of roof leaks.**

E. MISCELLANEOUS

- 1.** The obligations of AHS under your Agreement are backed by the full faith and credit of AHS.
- 2. DISPUTE REMEDY.** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved. Either party may seek binding arbitration by one arbitrator administered by the American Arbitration Association (“AAA”), under the AAA Consumer Rules in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or

local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled “Class Action Waiver.”

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

4. Additional State-Specific Provisions.

- a. Colorado residents only:** This contract is governed 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 homeowner may have a right of civil action under such laws, including obtaining the recourse or penalties specified in such laws.
- b. Georgia residents only:** THIS IS NOT A CONTRACT OF INSURANCE; however, the performance of this Contract is guaranteed by a surety bond written by Liberty Mutual Insurance Company. If sixty (60) days have passed since a claim has been filed for which AHS has not paid or refunded the consideration paid for the Contract, the Contract holder is entitled to make a direct claim against Liberty Mutual Insurance Company at 175 Berkeley Street, Boston, MA 02116.
- c. Illinois residents only:** Obligor is American Home Shield Corporation.
- d. 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
- e. Kentucky residents only:** The performance of this Contract is guaranteed by a surety bond written by Liberty Mutual Insurance Company. If sixty (60) days have passed since a valid claim has been filed for which AHS has not paid, the Contract holder is entitled to make a direct claim against Liberty Mutual Surety Claims, PO Box 34526, Seattle, WA 98124.
- f. New Hampshire residents only: IMPORTANT INFORMATION TO CONTRACT HOLDERS:** If you need to contact someone about this contract for any reason, please contact American Home Shield Corporation at the following address and telephone number: American Home Shield Corporation, 150 Peabody Place, Memphis, TN 38103, (800) 776-4663. If you have been unable to contact or obtain satisfaction from the Company, you may contact the New Hampshire State Insurance Department: 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416. Written correspondence is preferable so that a record of your inquiry is maintained. When contacting the Company or the Insurance Department, have your contract number available
- g. Oklahoma residents only:** This is not an insurance contract. The Mandatory Arbitration section of this contract is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on you and AHS, and either you or AHS shall, following arbitration have the right to reject the arbitration

award and bring suit in a district court of Oklahoma. Coverage afforded under this contract is not guaranteed by the Oklahoma Insurance Guaranty Association. Oklahoma service warranty statutes do not apply to commercial use references in service warranty contracts

h. South Carolina residents only: Questions or complaints may be registered with the South Carolina Department of Insurance, P.O. Box 100105, Columbia, South Carolina 29202, (800) 768-3467

i. Virginia residents only: IMPORTANT INFORMATION TO CONTRACT HOLDERS: In the event you need to contact someone about this contract for any reason, please contact American Home Shield of Virginia, Inc., the home protection company issuing this contract, at the following address and telephone number: American Home Shield of Virginia, Inc., 150 Peabody Place, Memphis, TN, 38103, (800) 776-4663. If you have been unable to contact or obtain satisfaction from the Company, you may contact the Virginia Department of Agriculture and Consumer Services at, P.O. Box 1163, Richmond, VA 23218, (804) 786-1343. Written correspondence is preferable so that a record of your inquiry is maintained. When contacting the Company or Virginia Department of Agriculture and Consumer Services, have your contract number available.

j. Wyoming residents only: THIS WARRANTY IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

k. Wyoming residents only: MANDATORY ARBITRATION. Unless you decide to file a claim solely in your individual capacity in Wyoming small claims court and notify AHS in advance of your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration in Wyoming administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules") and subject to the Wyoming Arbitration Act. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

F. SHIELDESSENTIAL

NOTE: See Section D.14 for applicable Covered Item dollar limits.

HEATING AND AIR CONDITIONING NOTE: Coverage available on Heating and Air Conditioning systems up to a 5 ton capacity. If Air Conditioning is not listed as a Covered Item on your Account Summary, you do not have the coverage provided by Section F.2.

1. HEATING

COVERED ITEMS: All components and parts of the following heating systems: Forced air (gas, electric, oil) – Geothermal – Wall mounted heaters – Floor furnaces – Package units – Heat pumps – Mini-splits – Hot water or steam circulating heat – Electric baseboard. When repairing or replacing a Covered Item, if such repair or replacement requires component or part upgrades to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, AHS will cover such upgrades and will also cover necessary associated upgrades to duct connections, plenums and indoor electrical lines up to and including the disconnect.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump – Fuel storage tanks – Portable units – Humidifiers – Dehumidifiers – Radiant cable heat – Fireplace, grain, pellet, coal, or wood heating units (even if only source of heating).

2. AIR CONDITIONING

COVERED ITEMS: All components and parts of the following air conditioning systems: Ducted central electric split and package units – Geothermal – Evaporative coolers – Wall air conditioners – Mini-splits. When repairing or replacing a Covered Item, if such repair or replacement requires component or part upgrades to maintain compatibility and/or compliance with SEER (Seasonal Energy Efficiency Ratio), HSPF (Heating Seasonal Performance Factor), or refrigerant standards, AHS will cover such upgrades and will also cover necessary associated upgrades to duct connections, plenums and indoor electrical lines up to and including the disconnect.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump – Window units – Water towers – Humidifiers – Dehumidifiers – Chillers, chiller components, and water lines – Portable units.

3. DUCTWORK

COVERED ITEMS: Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) including registers or grills. Where covered repairs require access to ductwork, AHS will only provide access to, and sealing of ductwork through unobstructed walls, ceiling or floors, and will return access openings to a rough finish. If a leak is detected as a result of legally mandated diagnostic testing (**not covered by AHS per Section D**), AHS will repair and replace accessible and unobstructed ductwork.

4. PLUMBING

COVERED ITEMS: Leaks and breaks of water, drain, gas, waste, or vent lines – Faucets – Shower heads and shower arms – Valves for shower, tub, and diverter – Angle stops – Risers – Gate valves – Hose bibs – Toilet tanks, bowls, and related mechanisms – Toilet wax ring seals – Pressure regulators – Plumbing sewage ejector pump only (septic system sewer ejector pumps are not covered unless the optional Septic System Pumping/Sewage Ejector Pump is purchased) – Permanently installed sump pumps (ground water only) including the battery, if exclusive to the sump pump – Built-in bathtub whirlpool motor, pump, and air switch assemblies. Where covered repairs require access to plumbing, AHS will only provide access to plumbing through unobstructed walls, ceilings, or floors, and will return access openings to a rough finish.

NOT COVERED: Collapse of or damage to water, drain, gas, waste, or vent lines caused by freezing or roots – Components responsible for touchless functionality of automatic faucets – Ultraviolet lights and filters on Faucets and Shower Heads – Basket strainers – Bathtubs – Bidets – Sinks – Showers – Shower enclosures and base pans – Toilet lids and seats – Caulking or grouting – Septic tanks – Water softeners – Water filtration/purification system – Inadequate or excessive water pressure – Flow restrictions in fresh water lines – Well pumps – Holding or storage tanks – Saunas or steam rooms – Whirlpool jets and lines – Instant hot/cold water dispensers.

5. PLUMBING STOPPAGES

COVERED ITEMS: Clearing of sink, bathtub, shower, and toilet stoppages. Clearing of mainline drain and sewer stoppages through an accessible ground level or interior cleanout up to 100 feet from access point. Clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain, or overflow access points.

NOT COVERED: Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts – Access through roof vents – Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation – Stoppages due to roots or foreign objects – Lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the home's main foundation – Septic tanks.

6. WATER HEATERS

COVERED ITEMS: All components and parts, including circulating pumps, water heater mixing valves, thermal expansion tanks, and malfunctions due to sediment, unless listed below as NOT COVERED.

NOT COVERED: Auxiliary holding or storage tanks – Noise – Fuel storage tank and energy conservation unit – Flues and vents.

7. ELECTRICAL

COVERED ITEMS: All components and parts of a hard-wired home electrical system, unless listed below as NOT COVERED.

NOT COVERED: Inadequate wiring capacity – Audio/video/computer/intercom/alarm or security wiring or cable – Power failure or surge – Direct current (D.C.) wiring or components and/or low voltage systems including wiring and relays – Circuit overload – Face plates – Telephone wiring – Central vacuum – Smoke detectors – Entertainment systems – Lighting fixtures and light bulbs.

8. GARAGE DOOR OPENERS

COVERED ITEMS: Wiring – Motor – Switches – Receiver unit – Rail/Trolley assembly – Hinges – Springs – Remote transmitters

NOT COVERED: Door or door track assemblies.

9. DOORBELLS

COVERED ITEMS: All components and parts, unless listed below as NOT COVERED.

NOT COVERED: When part of the intercom, video monitoring, or security system.

10. CEILING FANS

COVERED ITEMS: All components and parts.

11. BUILT-IN EXHAUST/ATTIC/WHOLE HOUSE FANS

COVERED ITEMS: All components and parts, including bathroom exhaust fans with or without heater.

G. SHIELDPLUS

INCLUDES ALL ITEMS IN SECTION F AND G.

NOTE: See Section D.14 for applicable Covered Item dollar limits.

1. CLOTHES WASHERS

COVERED ITEMS: All components and parts, unless listed below as NOT COVERED.

NOT COVERED: Plastic mini-tubs – Filter screens – Drawers.

2. CLOTHES DRYERS

COVERED ITEMS: All components and parts, unless listed below as NOT COVERED.

NOT COVERED: Venting – Lint screens – Dryer cabinet fragrance/humidity center, hangers, shelves, rods, hooks, and cabinet liner – Racks – Drawers.

3. REFRIGERATORS

COVERED ITEMS: All components and parts, unless listed below as NOT COVERED.

NOT COVERED: Any removable component (which does not affect the primary function) – Interior thermal shells/insulation – Freezers which are not a built-in unit or an integral part of the refrigerator – Multi-media center – Wine chillers, beverage centers, kegerators, drawer refrigerators – Filters.

4. BUILT-IN MICROWAVE OVENS

COVERED ITEMS: All components and parts.

5. DISHWASHERS

COVERED ITEMS: All components and parts.

6. IN-SINK GARBAGE DISPOSALS

COVERED ITEMS: All components and parts.

7. RANGES/OVENS/COOKTOPS

COVERED ITEMS: All components and parts, including built-in range hood exhaust fan, unless listed below as NOT COVERED.

NOT COVERED: Steamers and deep fryers.

8. INSTALLED INSTANT HOT/COLD WATER DISPENSERS

COVERED ITEMS: All components and parts.

NOT COVERED: Any freestanding and countertop instant hot/cold water dispenser.

H. SHIELDCOMPLETE

INCLUDES ALL ITEMS IN SECTION F, G, AND H.

NOTE: See Section D.14 for applicable Covered Item dollar limits.

1. COVERAGE BOOST.

- a. AHS will pay up to a total of one thousand two hundred fifty dollars (\$1,250) per Agreement Term to make all necessary duct, plenum, electrical, and plumbing modifications, including necessary relocation of covered equipment and/or the correction of code violations and required permits to affect a covered repair/replacement.
- b. As stated in Section D.14.d, AHS will pay up to seven thousand dollars (\$7,000) per Covered Item malfunction for access, diagnosis, and repair/replacement for Covered Items listed in Section G.1 – 9.
- c. As stated in Section D.14.b, AHS will pay for all costs for refrigerant for Covered Items covered by Section F. and Section G.

2. ROOF LEAK REPAIR

COVERED: Roof leaks.

NOT COVERED: Metal roofs – partial or full green roofs (eco roofs) – items penetrating the roof (such as skylights, chimneys, and vents) – roof-mounted installations (such as solar panels) and leaks associated with their attachment to the roof – gutters and downspouts.

I. ADDITIONAL OPTIONAL ITEMS

Coverage for items in Section I is available at an additional cost unless otherwise stated below.

NOTE: See Section D.14 for applicable Covered Item dollar limits.

1. WELL PUMP

COVERED ITEMS: All components and parts of well pump utilized as a source of water to the home, unless listed below as NOT COVERED.

NOT COVERED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing – Well casings – Holding, storage or pressure tanks – Booster pumps – Redrilling of wells – Well pump and all well pump components for geothermal and/or water source heat pumps.

2. SEPTIC SYSTEM PUMPING & SEPTIC SEWAGE EJECTOR PUMP

COVERED ITEMS: Mainline stoppages that can be cleared through an existing access or cleanout up to 100 feet from access point. The septic tank will be pumped once during the Agreement Term if the stoppage is due to septic back up – Sewage ejector pump for septic system only.

NOT COVERED: Broken or collapsed sewer lines outside the foundation – Lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the home's main foundation – Stoppages or roots that prevent the effective use of any externally applied sewer machine cable – Cost of finding or gaining access to the septic tank or sewer hook-ups – Chemical treatment of the septic tank and/or sewer lines – Tanks – Leach lines – Cesspool – Any mechanical pump or systems.

3. POOL AND BUILT-IN SPA EQUIPMENT

COVERED ITEMS: Above ground, accessible, and operationally necessary components and parts of the heating, pumping, and filtration system including pool sweep motor and pump, pump motor, and plumbing pipes and wiring.

NOT COVERED: Underground pipes – Lights – liners – structural defects – jets – ornamental fountains, waterfalls and their pumping systems – pool cover and related equipment – fill line and fill valves – built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers – fuel storage tanks – disposable filtration mediums – salt water generators and components – heat pump – multi-media centers – self-contained portable spas.

4. SALTWATER POOL AND BUILT-IN SPA EQUIPMENT

COVERED ITEMS: Above ground, accessible, and operationally necessary components and parts of the pool/spa heating, pumping, and filtration system including pool sweep motor and pump, pump motor, plumbing pipes and wiring, and saltwater cell and circuit board.

NOT COVERED: Underground pipes – lights – liners – structural defects – jets – ornamental fountains, waterfalls and their pumping systems – pool cover and related equipment – fill line and fill valves – built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers – fuel storage tanks – disposable filtration mediums – heat pump – salt – panel box – dials – multi-media centers – self-contained portable spas.

5. WINE AND WET BAR REFRIGERATORS

Note: Available as an optional coverage option for ShieldPlus and ShieldComplete only.

COVERED ITEMS: All parts and components of bar refrigerators (built-in), beverage centers (built-in), wine chillers (built-in), kegerators (built-in), and built-in drawer refrigerators.

NOT COVERED: Freezers which are not a built-in unit or an integral part of the refrigerator

6. ROOF LEAK REPAIR

Note: Available as an optional coverage option for ShieldEssential and ShieldPlus only.

COVERED: Roof leaks.

NOT COVERED: Metal roofs – partial or full green roofs (eco roofs) – items penetrating the roof (such as skylights, chimneys, and vents) – roof-mounted installations (such as solar panels) and leaks associated with their attachment to the roof – gutters and downspouts.

J. ADDITIONAL BENEFITS AND SERVICES

As a customer of AHS, you may be eligible to receive or otherwise have access to additional services and benefits beyond those specified in this Agreement that may be provided by third party organizations and our affiliates. Each of those services are governed by their own separate terms and conditions that you may be required to agree to prior to such service or benefit is provided and may be subject to additional costs.