



2147 Route 27 South, 4th Floor
Edison, NJ 08817



*****AUTO**MIXED AADC 773 T3 P1 444

Rigel Randolph
831 Benchmark Trl
Belton, TX 76513

PRESORT FIRST CLASS
US POSTAGE
PAID
PERMIT NO. 2925
HOUSTON, TX



Your Home Warranty Contract is Enclosed

WELCOME TO CHOICE HOME WARRANTY



Dear Rigel

Welcome to Choice Home Warranty! You made a wise decision when you chose to protect your home with a CHW Warranty. We appreciate your business and look forward to providing you with quality service for all your home protection needs.

Please take a moment to read through this booklet. Inside you will find your contract, selected coverage, and a variety of information that will help you get the most out of your new home warranty. Your coverage is dependent on the plan you have selected.

Should you have a problem with any of your covered systems or appliances, please call us **toll-free at (888)-531-5403**. We are available 24 hours a day, 7 days a week, 365 days a year, or simply log on to our website located at **www.ChoiceHomeWarranty.com** and file your claim online.

Thank you,

The Team @ CHOICE
(888) 531-5403



Toll Free: 888-531-5403 www.choicehomewarranty.com

In California, CHW branded service contracts are issued and offered by Home Service Club of California, Inc. and sold exclusively by Home Service Club of California Insurance Services, Inc. Choice Home Warranties are not available in California.

REQUESTING CHW SERVICE IS EASY!

1. Make a Service Request

When a covered system or appliance breaks down, simply contact our Claims Department at (888) 531-5403 or file your claim online at www.ChoiceHomeWarranty.com.

2. Schedule a Service Appointment

Once you submit your claim, you will be assigned a pre-screened, licensed, and insured service technician to handle your request. We will provide you with their contact information so you can schedule a mutually convenient appointment.

3. Pay Your Service Fee

The service technician will collect the deductible from you upon arrival. If your service request covers more than one item, or if more than one trade is needed to complete your repair (e.g. electrician and plumber), multiple deductibles may apply.

4. Have Your Covered Item Repaired or Replaced

Our service technician will diagnose the claim and contact us with the details so we can determine coverage eligibility and the best course of action - repair, replacement, or possibly a claim buyout. Please review your contract carefully for limitations and exclusions.

5. Let Us Know About Your Experience

After your service has been completed, you will receive a survey asking for feedback about your experience. Your feedback will allow us to improve our business and promote the quality of our business to potential customers.

**Service requests are UNLIMITED
during your contract term!**



COVERAGE DETAILS

PLEASE VERIFY THAT YOUR INFORMATION BELOW IS CORRECT.

Contract Holder: Rigel Randolph
Contract Number: 356847905
Contract Term: 02-28-2022 - 03-29-2023
Covered Property: 831 Benchmark Trl
Belton, TX, 76513
Property Type: Single Family
Rate: \$510.00
Service Call Fee: \$65.00
Coverage Plan: Total Plan

Includes:

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

Optional Coverage:

Septic System

REQUEST SERVICE

24 HOURS A DAY - 7 DAYS A WEEK

888-531-5403

www.ChoiceHomeWarranty.com



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BENEFITS OF A CHOICE HOME WARRANTY

With a Choice Home Warranty, breakdowns and repairs on covered systems and appliances don't have to be a hassle. Whether you are a first time home buyer, seller, or existing homeowner, a home warranty is an affordable way to preserve peace of mind and to protect covered items for your most valuable asset. Below are a few important facts you should know about home warranties:

- The average life expectancy of nine critical appliances/home systems is 13 years, and the likelihood of failure of one of these systems in a given year is 68%.
- *Home Repair and Remodel, Marshall & Swift L.P., 2004*
- Homes on the market with a home warranty included sell on average 50% faster than homes without.
- *National Home Warranty Association*
- Homes with home warranties return a sales price that averages 3% higher. - *Business Week Magazine*
- 8 out of 10 buyers prefer to buy a home with a home warranty. - *Gallup Poll*
- A home system or appliance repair can range from \$65 to \$2,000 and replacement averages \$1,085.
- *Home Repair and Remodel, Marshall & Swift L.P., 2004*

At Choice Home Warranty, our focus is on quality... providing quality home-warranty products to our customers, following up with quality customer service when our homeowners contact us, building quality business relationships with our contractors, and ensuring quality work from our contracted technicians.



COMMON QUESTIONS

Q. When does coverage begin and when does it end?

A. Coverage begins 30 days after enrollment and receipt of applicable contract fees and continues for 365 from your start date. If you are able to provide proof of prior coverage through another warranty carrier, showing no lapse of warranty coverage, CHW may start your new coverage when your old policy expires.

Q. How many service calls can I make?

A. As many as you need. There is no limit to the number of times you can call for covered repairs during your contract term.

Q. Does a home warranty cover older systems and appliances?

A. A home warranty provides repair or replacement of all covered systems and appliances that were in the home and in proper operating condition on the agreement effective date, and that have been properly installed and maintained, no matter their age, make or model.

Q. How do I know my service technician is qualified?

A. All CHW Service Vendors are pre-screened, licensed, and independently insured. Performance is constantly monitored to ensure quality work and professionalism. Your satisfaction is our biggest priority.

Q. Can I renew each year?

A. Yes, the plan may be renewable. In that event, you will be notified of the prevailing rate and terms of renewal.

Q. Why should I renew my CHW Warranty if I haven't made any service calls?

A. Your home systems or appliances can break down at any time – usually when you need them most. That's why it's important to continue the protection and peace of mind you get from your Choice Home Warranty.



Toll Free: 888-531-5403 www.choicehomewarranty.com

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A. COVERAGE

During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense in accordance with the terms and conditions of this contract.

1. Your contract term (the dates that Your contract is in effect), Your contract fee, Your Service Fee, and Your equipment, systems, and appliances covered under this contract, are set forth in Your Coverage Details.
2. All systems (a) must become inoperative due to normal wear and tear; (b) must be located inside the main foundation or detached garage (with the exception of pool/spa, well pump, septic tank pumping and air conditioner); (c) must be in proper working order on the effective date of this home warranty contract. Known or unknown pre-existing conditions are not covered.
3. This contract covers occupied homes under 5,000 square feet, unless an appropriate fee is paid.
4. Coverage starts 30 days after receipt of contract fee. Your coverage may begin before 30 days if We receive proof of prior coverage showing no lapse, through another carrier.

B. SERVICE REQUESTS

1. You must request service as soon as the malfunction is discovered and prior to the expiration of Your contract term. (Refer to Your Coverage Details for information on how to request service.)
2. Upon request for service, We will initiate service within four (4) hours. You will receive the name, phone number, and appointment date and time upon acceptance of the request by a Service Provider. In some circumstances, it could take more than forty-eight (48) hours for a Service Provider to accept the request.
3. We will not reimburse for services performed without prior approval.
4. You will pay a trade service call fee in the amount set forth in Your Coverage Details ("Service Fee") to the Service Provider for each service request you submit to Us.
4. If work performed under this contract should fail within 30 days, We will correct the failure without a Service Fee.
5. We have the sole right to select the Service Provider.

C. COVERAGE (COVERAGE DEPENDENT ON PLAN)

Except for Air Conditioning and Heating Systems, the Coverage is for no more than one unit, system, or appliance, unless additional fees are paid.

- 1. CLOTHES DRYER - COVERED:** All components and parts.
- 2. CLOTHES WASHER - COVERED:** All components and parts.
- 3. BUILT-IN MICROWAVE - COVERED:** All components and parts.
- 4. OVEN/RANGE/COOKTOP - COVERED:** All components and parts.
- 5. DISHWASHER - COVERED:** All components and parts.
- 6. GARBAGE DISPOSAL - COVERED:** All components and parts.
- 7. REFRIGERATOR - COVERED:** All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and internet connection components.

- 8. CEILING AND EXHAUST FANS - COVERED:** All components and parts. (Builder's standard is used when replacement is necessary)

- 9. GARAGE DOOR OPENER - COVERED:** All components and parts,
EXCLUDED: Door or door track assemblies.

10. Air Conditioning/Heating/Ductwork - COVERED: All components and parts of the following systems: Ducted Central Electric Split and Package Units, Forced Air (gas, electric, oil), Geothermal, Wall Mounted Units, Mini-splits, Heat Pumps, Floor Furnace, Hot Water or Steam Circulating Heat, Electric Baseboard; and Duct from unit to point of attachment at registers or grills. If replacing, only the failed components and parts will be upgraded to meet government mandated guidelines.

EXCLUDED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pump - Window units - Water towers - Chillers, chiller components, and water lines - Refrigerant line sets - Portable Units - Fuel Storage Tanks - Chimneys

- Pellet stoves, Cable heat, Wood stoves (even if only source of heating) - Insulation - Collapsed Ductwork - Damper Motors - Legally mandated diagnostic testing when replacing heating or cooling equipment. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment including but not limited to the required replacement of Air Handlers when replacing Condensers, and Condensers when replacing Air Handlers.

- 11. WATER HEATER (Gas/Electric) - COVERED:** All components and
- WARR-02-2020.1

parts, including tankless water heaters and circulating pumps.

EXCLUDED: Holding or storage tanks - Vents and flues - Thermal expansion tanks - Fuel, holding or storage tanks - Noise - Energy management systems - units exceeding 75 gallons.

12. ELECTRICAL SYSTEM - COVERED: All components and parts, including Direct Current (D.C.) wiring, lighting fixtures (Builder's standard is used when replacement is necessary), and built-in exhaust/vent/attic fans.

EXCLUDED: Audio/video/computer/intercom/alarm or security wiring or cable - Telephone wiring - Circuit overload - Face plates.

13. PLUMBING SYSTEM/STOPPAGE - COVERED: Leaks and breaks of water, drain, gas, waste or vent lines - Toilets and related mechanisms, toilet wax ring seals, faucets, shower heads, shower arms, valves for shower, tub, and diverter, angle stops, risers and gate valves (Builder's standard is used when replacement is necessary) - Hose bibs - Basket strainers - Built-in bathtub whirlpool motor, pump, and air switch assemblies - Pressure regulators - Expansion tanks - Sewage ejector pump (septic system sewage ejector pumps are not covered unless optional coverage D.8 is purchased) - Clearing of sink, bathtub, shower, and toilet stoppages - Clearing of mainline drain and sewer stoppages through an accessible 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. **EXCLUDED:** Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation - Lines broken, infiltrated or stopped by roots or foreign objects, even if within the home's main foundation - Bathtubs - Sinks - Showers - Shower enclosures and base pans - Toilet lids and seats - Jets - Caulking or grouting - Septic tanks - Water filtration/purification system - Holding or storage tanks - Saunas or steam rooms - Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts - Access through roof vents.

D. OPTIONAL COVERAGE (Requires Additional Payment)

1. POOL AND/OR SPA EQUIPMENT - Both pool and built-in spa equipment are covered if they utilize common equipment. If they do not utilize common equipment, then only the pool is covered unless an additional fee is paid. **COVERED:** Above ground components and parts of the heating, pumping, and filtration system including: Pool sweep motor and pump - Pump motor - Blower motor and timer - Plumbing pipes and wiring - Plumbing and electrical.

EXCLUDED: Portable or above ground spas - Lights - Liners - Jets - Ornamental fountains, waterfalls and their pumping systems -

Auxiliary pumps - Pool cover and related equipment - Fill line and fill valves - Built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers- Fuel storage tanks- Disposable filtration mediums - Heat pump - Multi-media centers - Dehumidifiers - Salt water generators and components.

2. WELL PUMP - COVERED: All components and parts of well pump utilized for main dwelling only.

EXCLUDED: 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- Pressure switches not located on the pump - 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.

We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

3. SUMP PUMP - COVERED: Permanently installed sump pump for ground water.

EXCLUDED: Portable pumps - Backflow preventers - Check valves.

4. CENTRAL VACUUM - COVERED: All mechanical system components and parts.

EXCLUDED: Ductwork - Hoses - Blockages - Accessories.

5. LIMITED ROOF LEAK (Single Family Homes Only) - COVERED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches- Patios- Cracked and/or missing material -Foam roofs - Tar and gravel or metal roof - Cemwood shakes -Masonite shingles - Flat or built-up roof - Structural leaks adjacent to or caused by appendages of any kind - Downspouts Flashing - Gutters - Skylights - Decks - Patio covers - Solar equipment - Roof jacks - Antennae - Satellite components - Chimneys - Partial roof replacement - Preventative maintenance.

We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

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

6. STAND ALONE FREEZER/ SECOND REFRIGERATOR - COVERED:

All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and internet connection components.

7. SEPTIC TANK PUMPING - COVERED: Main line stoppages/clogs. If a stoppage is due to a septic tank back up, then We will pump the septic tank one time during the contract term

We will pay no more than \$250 per contract term for access, diagnosis and repair and/or replacement.

8. SEPTIC SYSTEM - COVERED: Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house.

EXCLUDED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping.

We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.

E. LIMITATIONS OF LIABILITY

1. This Agreement does not cover routine maintenance or malfunction due to misuse, abuse, neglect, or failure to maintain any system or appliance in accordance with manufacturer specifications. This Agreement only covers failures due to normal wear and tear. In the event a Service Request is denied, and a You seek to have Us review that denial, We have the right to request routine maintenance records in reviewing Our decision.

2. You agree that, in no event, will Our liability exceed \$3,000 per contract item for access, diagnosis and repair or replacement. You hereby waive all rights to claim, attorneys' fees, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

3. We will pay up to \$500 to provide access to covered items through unobstructed walls, ceilings or floors, concrete covered, embedded, encased or otherwise inaccessible covered items, and will return the access opening to rough finish condition. Our authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit.

4. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

5. We are not responsible for upgrades, modifications, components, parts, or equipment required due to the incompatibility of the existing equipment with the replacement system or appliance or component or part thereof or with new type of chemical or material utilized to run the replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments.

6. We are not responsible for service to meet current building or zoning code

requirements or to correct for code violations including when replacement of systems is necessary.

7. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's or distributor's warranty.

8. You may be charged an additional fee by the Service Provider to dispose of an old appliance, or system.

9. We are not responsible for the cost to obtain permits.

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

11. Coverage is not for commercial property or residences used as businesses or for the repair or replacement of commercial grade equipment, systems or appliances.

12. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance.

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

F. MULTIPLE UNITS AND INVESTMENT PROPERTIES

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

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

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

G. TRANSFER OF CONTRACT & RENEWALS

1. You may transfer this contract at any time. There is no fee to transfer contract.

2. This contract may be renewed at Our option. In that event You will be notified of the prevailing rate and terms for renewal. If You selected the monthly payment option, You will automatically be renewed unless You notify Us in writing 30 days prior to the expiration of the contract.

H. CANCELLATION

(SEE SECTION K FOR STATE SPECIFIC DETAILS)

1. This contract may be cancelled by Us for:

a. Nonpayment of contract fee by You;

b. Nonpayment of Service Call Fee by You;

c. Fraud or misrepresentation by You of facts material to the issuance of this contract;

d. Mutual agreement of Us and You.

2. You may cancel this contract at any time for any reason.
 - a. If You cancel within the first 30 days of the order date for a refund of the paid contract fee.
 - b. If you cancel at anytime after the first 30 days of the order date:
 - (i) if We have not provided any services, You will receive a pro rata refund of the contract fees paid for the unexpired term;
 - (ii) if We have provided services and Our service costs are less than the contract fees paid for the unexpired term, You will receive a pro rata refund of the contract fees paid for the unexpired terms, less the service costs incurred by Us (unless prohibited by law);
 - (iii) if We have provided services and Our service costs are greater than the contract fees paid, You shall pay us the lesser of:
 - (A) the difference between Our service costs and the contract fees paid; or
 - (B) the amount by which the annual rate listed on Your Coverage Details page exceeds the contract fees paid.
 - (iv) In addition, You shall be responsible for an administrative fee of the lesser of:
 - (A) \$50 or
 - (B) Such amount as is permitted by law.

I. RESOLUTION OF DISPUTES-MANDATORY ARBITRATION **(SEE SECTION K FOR STATE SPECIFIC DETAILS)**

1. MEDIATION: In the event of any dispute or controversy arising out of or relating to this Agreement, You agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim.

2. MANDATORY ARBITRATION: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time of filing. 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 (9 U.S.C. § 1, et seq.). Neither party shall sue the other party in any court other than as provided herein for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court, 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 the 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 this Agreement is void or voidable. However, the preceding sentence shall not apply

to the clause entitled "Class Action Waiver." THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION.

3. CLASS ACTION WAIVER: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this agreement or the relationships among the parties hereto 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 A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

4. CHOICE OF LAW /VENUE: All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey without giving effect to any choice of law or conflict of law rules. Any proceeding commenced pursuant to this Agreement shall take place in the State of New Jersey unless otherwise prohibited by law or agreed to by the parties.

J. SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect.

K MISCELLANEOUS STATE PROVISIONS

1. Cancellation

a. Alabama, Arkansas, Hawaii, Massachusetts, Minnesota, New Mexico, Virginia, Wisconsin and Wyoming Residents: In addition to Your cancellation rights listed above, You may cancel this contract within 20 days (30 days for Hawaii Residents) of the date this contract was mailed to You or within 10 days (20 days for Hawaii Residents) of delivery if this contract is delivered to You at the time of sale or within a longer time period permitted under this contract and, if You have not received any service, You are entitled to a full refund of the amount paid by You under this contract. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45

days (60 days for New Mexico Residents) after the cancellation of this contract.

b. Alabama Residents: If You cancel this contract after the refund period described in Section K(1)(a), We may retain an administrative fee of up to \$25 for issuance of this contract.

c. Arizona Residents: The administrative fee permitted under Section H(2)(iv) will not exceed 10% of the gross amount which You paid for this contract.

d. Georgia Residents: We may cancel this contract only for fraud, material misrepresentation, or failure to pay. If We cancel this contract, You will be provided 30 days written notice regardless of the reason for cancellation; and refunds will be issued on a 100% pro-rata basis with no fees being deducted from the refund. You may cancel this contract at any time upon demand and surrender of the contract, in which case We will refund the excess of consideration paid above the customary short rate for the expired term of the contract. If either party cancels this contract, claims paid will not be deducted from any refund.

e. Hawaii Residents: Your right to cancel this contract and receive a full refund under Section H(2)(a) is not transferable and applies only to the original contract purchaser.

f. Nevada and South Carolina Residents: If We do not provide a refund within 45 days of cancellation a 10% penalty per month shall be added to the refund.

g. Utah Residents: We may cancel this contract at any time for any reason, if this contract has not been previously renewed, and if this contract has been in effect less than 60 days when the written notice of cancellation is mailed or delivered. After this contract has been in force for 60 days, this contract may be cancelled by Us for the following reasons: (i) nonpayment of premium when due; (ii) mutual agreement of Us and You; (iii) material misrepresentation; (iv) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this contract; or (v) substantial breaches of contractual duties, conditions, or warranties. Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first class mailing of a written notice to You. If We cancel this contract within the first 30 days of the contract effective date You will NOT be charged an administrative fee, and You shall be entitled to a refund of the paid premium less any service (claims) costs that were incurred by Us. If We cancel this contract after the 30th day from contract effective date, You shall be entitled to a pro rata refund of the paid premium for the unexpired term, less: (y) an administrative fee of up to \$50 (where permitted by law); and (z) any service (and claims) costs that were incurred by Us.

h. Vermont Residents: In addition to Your cancellation rights listed above, You may cancel this contract within 20 days of receipt of this contract, if You

have not received any service, for a full refund of the amount paid by You under this contract.

i. Virginia Residents: In addition to Our cancellation rights listed above, We may cancel this contract if this contract were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur.

j. Wisconsin Residents: Your right to cancel this contract and receive a full refund under Section H(2)(a) as modified by Section K(1)(a) is not transferable and applies only to the original contract purchaser. The administrative fee permitted under Section H(2)(iv) will not exceed 10% of the gross amount which You paid for this contract. This contract shall be non-cancelable by Us except for nonpayment of the provider fee, material misrepresentation by You to Us or the administrator, or substantial breach of duties by You relating to the covered product or its use. If this contract is canceled by Us, We will mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to cancellation by Us. Our cancellation notice will state the effective date of the cancellation and the reason for the cancellation.

k. Wyoming Residents: Your right to cancel this contract and receive a full refund under Section H(2)(a) is not transferable and applies only to the original contract purchaser. If this contract is canceled by Us, We will mail a written notice to You at the last known address at least 10 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation or substantial breach of duties by You.

2 Arbitration and Dispute Resolution

a. Alabama Residents: Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this contract or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") in the state of Alabama, under the AAA Commercial or Consumer, as applicable, 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. 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 Section I(3) of this contract.

b. Arizona Residents: Arbitration under Section I(2) of this contract will not be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair trade Practices as outlined by the Arizona Department of Insurance. To learn more about this process, You may contact the Arizona Department of Insurance at 100 N. 15th Ave., Suite 261, Phoenix, AZ 85007-2630, Attn: Consumer Protection. You may directly file any complaint with the A.D.O.I. against a Service Company issuing an approved Service Contract under the provisions of A.R.S. §§ 20-1095.04 and/or 20-1095.09 by contacting the Consumer Protection Division of the A.D.O.I. at 800-325-2548.

c. Georgia Residents: This contract will be governed by and construed in accordance with the laws of the State of Georgia. Arbitration under Section I(2) of this contract shall be nonbinding.

d. Utah Residents: ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THIS CONTRACT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

e. Wisconsin Residents: Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us 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 contract or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration 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"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. You may elect to have any arbitration under this Agreement held in the state of Wisconsin or within the jurisdiction in which the covered property is located. 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. 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 Section I(3) of this contract.

f. Wyoming Residents: At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement.

3. Other Miscellaneous State Provisions

a. Arizona Residents: This contract does not cover known or unknown pre-existing conditions unless such pre-existing conditions were known or should reasonably have been known by Us or a person selling this contract on Our behalf.

b. Georgia Residents: This contract is bonded by Travelers Casualty and Surety Company of America, One Tower Square, S202A, Hartford, CT 06183 (the "insurer"). You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within 60 days after the claim has been filed with Us.

The last sentence of Section A(2)(c) is deleted and replaced by the following: Pre-existing conditions that are known or could have been detected by a routine home inspection or simple mechanical test are not covered.

c. Iowa Residents: 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. The address of the Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000; and the Division's telephone number is (515) 281-5705.

d. Kentucky Residents: We maintain a performance bond issued by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the "insurer"). You are entitled to make a direct claim against the insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us.

e. New Hampshire Residents: In the event You do not receive satisfaction under this contract, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or by calling (603) 271- 2261.

f. Texas Residents: This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at PO Box 12188, Austin, TX 78711, (512) 456-3917. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATIONS CODE § 1303.304.

g. Utah Residents: This 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. Purchase of this product is optional and is not required in order to finance, lease, or purchase a motor

vehicle."

For prior approval for services to be performed under this contract, please contact Us toll-free at 1-888-531-5403. We also may be contacted by email at info@homewarrantyadministrators.com.

Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a covered system or appliance, for which repair is prescribed under this Agreement, which is essential to your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling.

In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured Service Provider to obtain service in the event of failure or malfunction of a covered system or appliance, for which repair is prescribed under this contract. Upon completion of the service, the Service Provider must provide You an itemized invoice for the charges.

You should try to find a Service Contractor who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the Service Provider directly for the services rendered, including the Service Call Fee or similar charge up to the Service Call Fee, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this contract. Please call us at 1-888-531-5403 to find out the best way to submit the paid invoice; or, You may submit the paid invoice by mailing it to Us at 90 Washington Valley Road, Bedminster, NJ 07921, with an explanation of the emergency, when it occurred, Your name, Your account number and Your contact information. We may need to contact You for further information

h. Virginia Residents: If You are unable to contact or obtain satisfaction from Us then You may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, Virginia, 23218-1157 or by calling (800) 552-7945.

i. Wisconsin Residents: **THIS CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.**

j. District of Columbia, Ohio, Pennsylvania, Tennessee, and Utah Residents: 30% of Your purchase price is for coverage of tangible personal property and 70% is for coverage of real property and fixtures.

L. Party Definitions

Throughout this Agreement ("Agreement," "plan" or "contract") the words "We", "Us" and "Our" refer to American Global Obligors, Inc., 90 Washington Valley Road, Bedminster, NJ 07102, the Obligor of this Agreement, except in Alabama, Arkansas, Arizona, Florida, Georgia, Hawaii, Illinois, Iowa, Kentucky, Louisiana, Massachusetts, Minnesota, Nevada, New Hampshire, New Mexico, New York, Oklahoma, South Carolina, Texas, Utah, Vermont, Virginia, Washington, D.C., Wisconsin, and Wyoming. In Alabama, the company obligated under this Agreement is Home Warranty Administrator of Alabama, Inc. (HWA-AL). In Arizona, the company obligated under this Agreement is Home Warranty Administrator of Arizona, Inc. (HWA-AZ). In Arkansas, the company obligated under this Agreement is Home Warranty Administrator of Arkansas, Inc. (HWA-AR). In Florida, the company obligated under this Agreement is Home Warranty Administrator of Florida, Inc. (HWA-FL). In Georgia, the company obligated under this Agreement is Choice Home Warranty, 2147 Route 27 South, 4th Floor, Edison, NJ 08817. In Hawaii, the company obligated under this Agreement is Home Warranty Administrator of Hawaii, Inc. (HWA-HI). In Illinois, the company obligated under this Agreement is Home Warranty Administrator of Illinois, Inc. (HWA-IL). In Iowa, the Company obligated under this Agreement is Home Warranty Administrator of Iowa, Inc. (HWA-IA). In Kentucky, the company obligated under this Agreement is HWA. In Louisiana, the company obligated under this Agreement is DMM Results of LA, Inc. (DMM-LA). In Massachusetts, the company obligated under this Agreement is Home Warranty Administrator of Massachusetts, Inc. (HWA-MA). In Minnesota, the company obligated under this Agreement is Home Warranty Administrator of Minnesota, Inc. (HWA-MN). In New Hampshire, the company obligated under this Agreement is Home Warranty Administrator of New Hampshire, Inc. (HWA-NH). In Nevada, the company obligated under this Agreement is Home Warranty Administrator of Nevada, Inc. (HWA-NV). In New Hampshire, the company obligated under this Agreement is Home Warranty Administrator of New Hampshire, Inc. (HWA-NH). In New Mexico, the company obligated under this Agreement is Home Warranty Administrator of New Mexico, Inc. (HWA-NM). In New York, the company obligated under this Agreement is Home Service Club Warranty Corp. (HSC). In Oklahoma, the company obligated under this Agreement is Home Warranty Administrator of Oklahoma, Inc. (HWA-OK). In South Carolina, the company obligated under this Agreement is Home Warranty Administrator of South Carolina, Inc. (HWA-SC). In Texas, the company obligated under this Agreement is HWAT, Inc. (HWA-TX). In Utah, the company obligated under this Agreement is Home Warranty Administrator of Utah, Inc. (HWA-UT). In Vermont, the company obligated under this Agreement is Home Warranty Administrator of Vermont, Inc. (HWA-VT). In Virginia, the company obligated under this Agreement is HWA of VA, Inc. (HWA-VA). In Washington D.C., the company obligated under this Agreement is Home Warranty Administrator of DC, Inc. (HWA-DC). In Wisconsin,

the company obligated under this Agreement is Home Warranty Administrator of Wisconsin, Inc. (HWA-WI). In Wyoming, the company obligated under this Agreement is Home Warranty Administrator of Wyoming, Inc. (HWA-WY). HWA, HWA-AL, HWA-AR, HWA-AZ, HWA-FL, HWA-HI, HWA-IL, HWA-IA, HWA-MA, HWA-MN, HWA-NH, HWA-NV, HWA-NM, HWA-OK, HWA-SC, HWA-TX, HWA-UT, HWA-VA, HWA-VT, HWA-DC, HWA-WI, and HWA-WY are located at 90 Washington Valley Road, Bedminster, NJ 07921. DMM-LA is located at 1 Gateway Center, Ste. 2600, Newark, NJ 07102. HSC is located at 305 Broadway, 7th Floor, New York, NY 10007. Warranty Administration Services, Inc., 90 Washington Valley Road, Bedminster, NJ 07921 (WASI) is the administrator of this contract.

"Service Provider" refers to the members of Our network of third party Authorized Service Providers that complete the work under this agreement. Our obligations under this agreement are backed by the full faith and credit of the Obligor. (See section L for Party Definitions)
We offer service contracts which are not warranties.
This is not a contract of insurance.
Terms may vary in different states.

HOME MAINTENANCE TIPS

As a leading home warranty provider, Choice Home Warranty constantly looks for ways to proactively help our policy holders. Here are several routine CHW maintenance tips for your home's major systems and appliances:



WINTER

1. Have your furnace serviced annually by a licensed professional for efficiency and safety. Choice Home Warranty contracts require unit to be properly maintained.
2. Insulate pipes in your home's crawl spaces and attic.
3. Clear debris out of window wells, gutters, downspouts, and storm drains.
4. Clean the clothes dryer exhaust duct, damper and space under the dryer.
5. Make sure the caulking around doors and windows is adequate to reduce heat loss.



SPRING

1. Make sure the light bulbs in all your fixtures are the correct wattage.
2. Consider installing a lightening protection system on your home. Choice Home Warranty does not cover lightening, power surges, or natural disasters.
3. Have a professional air conditioning contractor inspect and maintain your system as recommended by the manufacturer. Choice Home Warranty contracts require unit to be properly maintained.
4. Trim shrubs and plants near condensing unit to ensure proper air flow and circulation.
5. Drain sediment from water heater tank according to manufacturer's recommendations.





SUMMER

1. Have annual system maintenance service done before the air conditioning season begins. Choice Home Warranty contracts require unit to be properly maintained.
2. Keep curtains closed when temperatures are at their peak.
3. Use exhaust fans when cooking to remove excess heat and humidity.
4. Close registers in rooms that are not being used. To avoid damage to your central cooling system, close no more than one fourth of the area of your home.
5. Change the filter on forced air units.



FALL

1. Flush out sediments from your hot water heater and test the pressure relief valve, plus other annual inspection duties should be performed according to the instructions in your manual for the unit.
2. Have a heating professional check your heating system every year before the winter season.
3. Drain in-ground sprinkler systems.
4. Make sure the caulking around doors and windows is adequate to reduce heat/cooling loss.
5. Insulate outdoor faucets, pipes in unheated garages, and pipes in crawl spaces.



SERVICE REQUEST LOG

[illegible]

Toll Free: 888-531-5403 www.choicehomewarranty.com

Refer-A-Friend Program



Refer Your
Friend to CHW



Your Friend Purchases
a Home Warranty
from CHW



CHW Gives YOU
1 Month of
FREE Service



You Can Keep
Earning by Referring



CHW Wallet Card

Homeowner: *Randolph, Rigel*
Property at: *831 Benchmark Trl*
Belton, TX, 76513

Contract No. *356847905*
Service Call Fee: *\$65.00*
Effective Date: *02-28-2022*
Expiration Date: *03-29-2023*

For Service Call 1-888-531-5403



Refer-A-Friend

Referral Contract Number: _____

Call Choice Home Warranty and mention the referral contract number above and both you and your friend will earn a FREE month of home warranty service. There is no limit to how many free months you can earn!

Get 1 Month FREE per referral
Call 1-888-531-5403



Refer-A-Friend

Referral Contract Number: _____

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2147 Route 27 South, 4th Floor. Edison, NJ 08817

Phone Numbers: Toll Free 888-531-5403, Fax 732-520-6461

www.choicehomewarranty.com + info@choicehomewarranty.com

Home Warranty Contract Enclosed

Please take some time to review your Contract.

Call Toll-Free 888-531-5403

or visit www.choicehomewarranty.com