



#### ACCOUNT SUMMARY:

SERVICE CONTRACT NUMBER: 10271648084140

SERVICE CONTRACT EFFECTIVE DATE:  
04/24/2022

SERVICE CONTRACT TERM: 04/24/2022 -  
04/24/2023

SERVICE CONTRACT HOLDING PERIOD: 30  
DAYS

BONUS MONTHS:

#### YOU HAVE SELECTED THE COVERAGE PLAN SHOWN BELOW:

PRODUCT NAME: Total Home Care

ADD-ON ITEM: Well Pump,

SERVICE CALL FEE: \$50

PROPERTY COVERED: 971 Old swede Road  
Douglassville PA 19518

PROPERTY TYPE: Single Family

#### VERIFY YOUR INFORMATION:

CUSTOMER CONTACT: Doug ( Properties ) Barbagallo

MAILING ADDRESS: 105 Briar wood Drive

PHONE NUMBER: 6105879769

EMAIL ADDRESS: hilary@douglassvilleproperties.com

#### SERVICE CONTRACT PURCHASE CONFIRMATION:

PAYMENT TYPE: Monthly

AGREEMENT PRICE: \$46.78

PURCHASE DATE: 03/24/2022

SERVICE CALL FEE ("Deductible"): \$50

ISSUING SALES REPRESENTATIVE: michael Miller

#### TOTAL HOME CARE COVERED ITEMS:



- ✓ Clothes Washer
- ✓ Clothes Dryer
- ✓ Kitchen Refrigerator
- ✓ Built-In Microwave
- ✓ Dishwasher
- ✓ Garbage Disposal

- ✓ Electrical System
- ✓ Plumbing System
- ✓ Plumbing Stoppages
- ✓ Water Heater
- ✓ Whirlpool Bathtub
- ✓ Ductwork

- ✓ Oven/Range/Stove
- ✓ Cooktop
- ✓ Ceiling & Exhaust Fans
- ✓ Garage Door Openers
- ✓ Air Conditioning
- ✓ Heating System

#### IMPORTANT ACCOUNT INFORMATION

Managing your home warranty just got easier You will receive a self registration email to get access to your Customer Portal Where you can.

Quick and easy service requests

View your coverage and download your contract anytime Mobile-friendly access

Accessing your account is just a click away. (Check email for self registration)

INTERESTED IN OTHER COVERAGE OPTIONS? WE CAN HELP. VISIT US AT

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## Priority Home Warranty Service Agreement/ Terms of use

### A. Terms & Definitions

1. "We", "Us", "PHW", "priority home warranty" and "Our" are references to Priority Home Warranty LLC.
2. The term "Agreement" refers to this Home Warranty Agreement.
3. "You" and "Your" are references to the person who has entered into and/or been provided an Agreement with PHW, and/or any permitted assignees or transferees of this Agreement.
4. "Covered Item[s] Depending on your plan" are the systems, appliances, and/or optional add-ons stated in Your Account Summary, and are subject to the limitations, exclusions, and provisions set forth in this Agreement.
5. "Service Contractor" refers to a technician selected and approved by PHW in the trade applicable to Your request.
6. "service contract Term" refers to the start date of holding period and the end date of Your coverage, as set forth in Your Account Summary.
7. "Service contract Effective Date" refers to the date upon which coverage under this agreement begins, 30 days after the Service Contract Term begins, as located in Your Account Summary.
8. "Service Call Fee" or "Deductible" refers to the payment that must be made to PHW before any Service Contractor is dispatched, as set forth in Your Account Summary.
9. "Agreement Price" refers to Your Agreement Price and Service Call Fee. Both are set forth in Your Account Summary.
10. "Account Summary" refers to the high-level overview of this Agreement mailed and/or e-mailed to You, featuring Your Service Contract Number, Service Contract Holding Period, Service Contract Term, Bonus Months, Payment Type, Agreement Price, Purchase Date, Service Call Fee ("Deductible"), Properties Covered, Properties Type, Residence, Your contact information, and Your Covered items depending on your plan as shown in Product Name.
11. "Malfunction" and "Failure" both refer to a breakdown of a mechanical component or part of a Covered Item due to Normal Wear and Tear.
12. "Normal Wear and Tear" refers to a Malfunction or Failure of a Covered Item that is the result of normal, ordinary use, following the guidelines of the manufacturer.
13. "Depreciated Value" is equal to the age of the Covered Item divided by its life expectancy, multiplied by the purchase price, and then subtracted from the purchase price of the Covered Item.

### B. Your Agreement

1. Your Agreement with Priority Home Warranty (PHW) consists of:
  - a) The Account Summary provided to You by PHW, and Sections A-K
2. Coverage under Your Agreement:
  - a) This Agreement is a service contract and not a contract of insurance.
  - b) This Agreement only provides specified coverage for the "Covered Items depending on your plan" stated as covered in Your Product Name, and is subject to the limitations, exclusions, and provisions set forth in this Agreement. In order for You to fully understand Your specified coverage, please read this Agreement carefully.
  - c) This Agreement only provides specified coverage for a Covered Item Malfunction occurring from the Service Contract Effective Date to the end of Your Service Contract Term, plus any Bonus Months, that is the result of Normal Wear and Tear.
  - d) Except as provided in the following subsection E), Covered Items must be installed within the confines of the structural walls of the main foundation of the home, or within an attached or detached fully enclosed garage capable of parking one or more motor vehicles.
  - e) If explicitly included in Your Agreement, and installed and manufactured for outside use or located in a structure which entirely protects them from the elements, the following may be considered Covered Items: Air Conditioning, Heating, Water Heater, Well Pump, Sump Pump, Septic System Pumping, Gutter Cleaning, and/or Pool and Spa.
  - f) This Agreement only covers Your owned or rented residential property, as it has been represented to PHW.
3. Repair or Replacement: When addressing a Covered Item Malfunction, PHW will make arrangements in accordance with Your Agreement to repair or replace the Covered item.

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- a) In some instances, PHW may provide You, in its sole discretion, with a cash reimbursement in lieu of repair or replacement of a Covered Item. If PHW makes the determination, in its sole discretion, that a cash reimbursement for repair or replacement will be paid, PHW may make such payment to You within 30 days after PHW receives sufficient proof of purchase of repair or replacement of the Covered Item. After PHW approves You for a cash reimbursement of a Covered Item, PHW reserves the right to not perform repair or replacement of the Covered Item that has been the subject of a cash.
- b) When PHW's combined cost of diagnosis and repair or replacement is estimated to exceed a stated Agreement dollar limit, PHW may not provide repair or replacement services, but may instead reimburse You for repair or replacement performed up to an amount equal to the remaining Agreement dollar limit. The remaining Agreement dollar limit is the amount of expenditure by PHW under that Agreement dollar limit, subtracted from the total Agreement dollar limit.
- c) If PHW determines, in its sole reasonable discretion, that circumstances beyond PHW's control prevent or hamper PHW from providing a proper repair or replacement of a Covered Item, PHW may provide You with a cash reimbursement in lieu of such repair or replacement of a Covered Item. These circumstances may include but are not limited to:
- (1) A Covered Item that, after repair or replacement, would become or remain non-compliant with laws, regulations, or code requirements;
  - (2) A Covered Item that is not repairable and a replacement item that is no longer available.
- d) When making Covered Item repairs or replacements, PHW reserves the right to rebuild existing parts, install rebuilt parts, and or to use non-original manufacturer parts.
- e) PHW will use reasonable efforts to repair or replace Covered Items with items of similar core mechanical functionality, but PHW is not responsible for matching dimensions, color, and/or brand.
- f) PHW will not repair or replace Covered Items covered by any implied warranty, including but not limited to the warranty of merchantability and/or the warranty of fitness for a particular purpose, and Covered Items covered by any express warranty, including but not limited to the express warranty of a manufacturer, distributor, builder, or an extended warranty issued by any of the foregoing or by a third party.
4. Your Agreement Term and Agreement Price
- NOTE: See Your Account Summary for Your specific Agreement Term and Agreement Price.
- a) Your Service Contract Term and Your Agreement Price are set forth in Your Account Summary. For annual and multi-year Agreements, Your entire Agreement Price is due on or before the Purchase Date, as found in the Account Summary. For monthly Agreements, Your Agreement Price is due in monthly installments on or before the day of the Purchase Date (i.e., the fifth of the month), as found in the Account Summary. Your Service Call Fee is due and payable upon a request for service under Your Agreement as described in "Section C. Requesting Service." Additional costs may apply in accordance with other sections of this Agreement. All limits and caps set forth below will reset every 365 days of the Agreement Term from the Effective Date of this Agreement.
- b) NEW CUSTOMER: New Customer Agreement Term begins and ends according to the Service Contract Term and any Bonus Months listed in Your Account Summary, provided payments are received by PHW.
- c) RENEWAL CUSTOMER: Renewal Customer is an existing PHW customer whose Agreement Term is NOT "Monthly Recurring," and whose Agreement PHW has offered to renew. Renewal Customer Service Contract Term begins upon expiration of previous Service Contract Term and any Bonus Months, provided the Agreement Price is not in arrears upon expiration of the previous Service Contract Term, and continues for the renewal term. (For more information on renewals, see "Section I. Renewal")
5. TRANSFER OF OWNERSHIP: If the covered property changes ownership during the Service Contract Term, You are required contact Us by phone to assign coverage to the new owner.
6. Coverage under this Agreement is for no more than one (1) of each of the systems, appliances, and/or optional add-ons listed in Your Account Summary, unless additional fees are paid. If no additional fees are paid, coverage of more than one of each system, appliance, and or optional add-on is at our sole discretion.
7. Certain limits and exclusions apply to Covered Items (See "Section H. Limitations and Exclusions").

### C. Requesting Service

1. To request service 24 hours a day, 7 days a week, visit your customer portal (Please make sure to register for access to your portal Via email received from PHW, or call (888) 812-1060
2. PHW must be notified as soon as the Malfunction is discovered and prior to expiration of the Agreement Term and any Bonus Months.
  - a) PHW will accept service requests 24 hours a day, 7 days a week.
  - b) PHW will not provide service until all past due Service Call Fees and other Agreement Costs have been paid.
  - c) PHW will not reimburse You for services initiated by You without PHW's prior approval.

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3. PHW has the right to select an PHW-authorized Service Contractor to perform the service.

a) Under normal circumstances, services will be initiated within 48 hours after Your service request is received by PHW.

b) PHW will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service.

c) PHW may accept Your request to expedite scheduling of non-emergency service only when a Service Contractor is available and agrees to do so. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, You may be required to pay an additional fee.

d) PHW reserves the right to obtain a second service opinion, at PHW's expense. PHW will consider the merits of all service opinions and decide, in PHW's sole discretion, whether to accept such service.

4. In the event PHW authorizes You to contact an independent service contractor to perform a covered service, PHW will provide reimbursement for an authorized amount of the cost You incur for repair or replacement services. Sufficient proof of the repair or replacement, and Your actual itemized costs, must be provided to and be approved by PHW before any reimbursement will be paid.

5. PHW may refuse to provide or continue service to You for: (1) Your nonpayment of Agreement Costs and other fees, when due; (2) Your material breach of any provision of this Agreement; (3) fraud or material misrepresentation of facts by You in relation to making a claim under this Agreement, and; (4) threatened or actual harm by You to PHW, its employees, or Service Contractors, or any property of PHW or Service Contractors.

6. Service Call Fee: The amount of Your Service Call Fee is listed in Your Account Summary. You are required to pay a Service Call Fee for each Covered Item and corresponding dispatch for that Covered Item.

a) A Service Call Fee applies to only one Covered Item per Service Contractor dispatch. If additional Covered Items require service, an additional Service Call Fee will be applied, regardless of whether the service call on additional Covered Items is performed by the same Service Contractor.

b) If a particular repair or replacement fails within 90 days of a previous repair or replacement for the same failure of the same Covered Item, PHW will send a Service Contractor to repair the Failure and You will not be charged an additional Service Call Fee on that Covered Item.

**D. Systems Home Care - The following coverage and exclusions to coverage apply if You elected for complete Systems Home care or complete Total Home Care coverage under this Agreement.**

NOTE: See Section H.10 for applicable Covered Item dollar limits.

#### 1. Air Conditioning ("AC")

a) COVERED: Ducted electric central AC and ducted electric wall AC, up to a 5-ton capacity. For units below 13 SEER, and for when we are unable to facilitate repair/replacement at the current SEER rating, repair/replacement will be performed with 13 SEER equipment or higher.

b) NOT COVERED: Leaks of any kind; Gas AC systems; Condenser casings; Registers and grills; Electronic air cleaners; Window units unless additionally purchased; Non-ducted wall units; Water towers; Humidifiers; Chillers; All exterior condensing, cooling, and pump pads; Roof mounts, jacks, stands, or supports; Condensate pumps; Drain line stoppages; Geothermal piping and wells; Electrical supply; Coils of any kind; Zoned systems.

#### 2. Heating System

a) COVERED: All mechanical components and parts necessary for the operation of the heating system (up to a 5-ton capacity); Circulating pumps; Reversing valves. For units below 16 SEER, and for when we are unable to facilitate repair/replacement at the current SEER rating, repair/replacement will be performed with 16 SEER equipment or higher.

b) NOT COVERED: All components and parts relating to geothermal and/or water source heat pumps; Outside piping; Drilling of wells; Covered Items in Section G.; Access; Radiators; Baseboard casings; Radiant heating; Dampers; Fuel storage tanks; Portable units; Fireplaces; Line dryers; Oil nozzles and strainers; Registers; Backflow preventers; Evaporator coil and drain pans; Grills; Clocks/timers; Zoned systems; Heat lamps; Humidifiers; Cable heat (in ceiling); Wood/coal/pellet units; Calcium build-up; Cracked heat exchanger.

#### 3. Ductwork

a) COVERED: Leaks or breaks in ductwork associated with Heating System and/or Air Conditioning; Registers and grills.

b) NOT COVERED: Insulation; Breeching; Separation due to lack of support; Damper motors; Air cleaner cabinets.

#### 4. Plumbing

a) COVERED: Leaks and breaks of water, drain, or waste lines; Toilet tanks, bowls, mechanisms, and wax ring seals; Shower, tub, diverter, rinse, and gate valves; Built-in bathtub whirlpool motor and pump assemblies; Stoppages/clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level cleanout, and the main line has not collapsed.

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b) NOT COVERED: Stoppages/clogs that cannot be cleared by cable/snake; Gas lines; Access; Water closets; Cost to locate ground level cleanout; Slab leaks; Polybutylene and Galvanized pipes; Drum traps; Flange; Other fixtures, and cartridges; Baskets and strainers; Popup assemblies; Cracked porcelain; Shower enclosures and base pans; Roman tubs; Bathtub drain mechanisms; Toilet lids and seats; Grouting and tile; Covered Items in Section G.; Pressure regulators and valves; Flood control or check valves; Caulking; Filtration systems; Iron breakers; Water pressure; Holding/storage tanks; Saunas/steam rooms; Camera inspection; Jetting.

#### 5. Electrical

a) COVERED: All mechanical components and parts, including built-in bathroom exhaust fans.

b) NOT COVERED: CO alarms, smoke detectors, or related systems; Intercom/communication/doorbell and associated systems; D.C. wiring or components; Attic exhaust fans; Auxiliary or sub panels; Rerunning of new wiring for broken severed wires; Wire tracing; Circuit overload; Upgrading existing outlets to GFI.

#### 6. Water Heater

a) COVERED: All mechanical components and parts, including circulating pumps, up to 75 gallons.

b) NOT COVERED: Access; Insulation blankets; Sediment build-up; Main, holding, fuel, thermal expansion, and/or storage tanks; Low boy and/or squat units; Drain pans and lines.

**E. APPLIANCE Home Care - The following coverage and exclusions to coverage apply if You elected for complete Appliance Home Care or complete Total Home Care coverage under this Agreement.**

NOTE: See Section H.10 for applicable Covered Item dollar limits.

#### 1. Clothes Washer

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Plastic tubs; Soap dispensers; Knobs and dials; Door seals; Hinges; Leveling and balancing; Timers (unless they directly affect the functionality of the item).

#### 2. Clothes Dryer

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Lint screens; Knobs and dials; Doors and seals; Hinges; Leveling and balancing; Timers (unless they directly affect the functionality of the item).

#### 3. Kitchen Refrigerator (must be located in the Kitchen)

a) COVERED: All mechanical components and parts, including mechanical components and parts of freezers that are an integral part of the refrigerator.

b) NOT COVERED: Racks; Shelves; Handles; Refrigerant; Ice makers/crushers and their water lines; Beverage dispensers and associated equipment; Line restrictions; Interior thermal shells; Wine coolers or mini refrigerators; Doors, seals, and gaskets; Hinges; Sealed systems; Clogged drains and lines.

#### 4. Built-In Microwave

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Microwave drawers; Doors, hinges, and handles; Interior linings; Trays; Clocks; Shelves; Portable or countertop units; Arcing; Meat probe assemblies; Rotisseries. For combo units, components and parts that are shared by each appliance.

#### 5. Dishwasher

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Racks; Baskets; Rollers; Hinges; Handles; Doors and door gaskets.

#### 6. In-Sink Garbage Disposal

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Malfunctions caused by bones, glass, or foreign objects other than food.

#### 7. OVEN / RANGE / STOVE/ COOKTOP

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Clocks (unless affecting the cooking functionality of the unit); Meat probe assemblies; Rotisseries; Racks; Handles; Knobs; Doors and door seals; Hinges. Sensi-heat burners will only be replaced with standard burners. For combo units, components and parts that are shared by each appliance.

#### 8. Ceiling and Exhaust Fan

a) COVERED: Motors; Switches; Controls; Bearings.

b) NOT COVERED: Fans; Blades; Belts; Shutters.

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#### 9. Garage Door Opener

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Garage doors; Hinges; Springs; Sensors; Chains; Travelers; Tracks; Rollers.

#### F. TOTAL HOME CARE

Includes all Items in Sections D. and E.

#### G. ADDITIONAL OPTIONAL ITEMS

Coverage for items in Section G. is available at an additional cost. NOTE: See Section H.10 for applicable Covered Item dollar limits.

##### 1. Pool/ Spa

a) COVERED: Both pool and built-in spa equipment are covered if they share components and parts; if not, then only the pool or the built-in spa is covered (unless additionally purchased). Coverage applies to above ground, accessible mechanical components and parts of the heating, pumping and filtration system as follows: Heater; Pump; Motor; Above ground plumbing and wiring.

b) NOT COVERED: Access; Portable or above ground pools/spas; Control panels and electronic boards; Liners; Structural defects; Jets; Fountains, waterfalls, and associated systems; Pool cover and related equipment; Fill line; Cleaning equipment (i.e., pool sweeps, pop-up heads, skimmers, chlorinators, and ionizers); Fuel storage tanks; Disposable filtration mediums; Cracked or corroded casings; Grids; Cartridges; Gaskets; Blowers; Timers; Relays and switches; Heat pump; Salt water generators and components.

##### 2. Septic Pumping

a) COVERED: Main line stoppages/clogs (must have existing cleanout).

b) NOT COVERED: Access; Sewer hook-ups; Chemical treatments; Tanks; Leach lines; Cesspools; Mechanical pumps/systems. LHG is not responsible for environmental impact.

##### 3. Well Pump

a) COVERED: All components and parts of well pump utilized for main dwelling only.

b) NOT COVERED: Holding or storage tanks; Digging; Locating and/or retrieving pump; Redrilling of wells;

Well casings; Pressure tanks, switches, and gauges; Drop pipes; Plumbing or electrical lines connected to the main dwelling; Booster pumps; Parts and components for geothermal and/or water source heat pumps.

##### 4. Sump Pump

a) COVERED: Permanently installed sump pump for groundwater.

b) NOT COVERED: Sewage ejector, portable, and grinder pumps; Backflow preventers; Piping modifications.

##### 5. Central Vacuum

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Ductwork; Hoses; Blockages; Accessories.

##### 6. Stand Alone Freezer

a) COVERED: All mechanical components and parts.

b) NOT COVERED: Ice makers/crushers and their water lines; Beverage dispensers and associated equipment; Internal shell; Racks; Shelves; Knobs, caps, and dials; Doors; Door seals, gaskets, hinges, and handles; Condensation pans; Clogged drains and lines; Grates; Refrigerant; Sealed systems.

##### 7. Second Refrigerator

a) See Section E.3.a)-b).

##### 8. Limited Roof Leak

a) COVERED: This only applies to roof leak patching over the occupied living area of single family homes.

b) NOT COVERED: Patios; Metal roofs; Shingles; Cracked and/or missing material; Tiles; Tar and gravel; Flat or built-up roofs; Structural damage; Gutters (unless additionally purchased); Downspouts; Skylights; Flashing; Satellite, antennae, and chimney components. This Agreement does not cover repairs requiring partial or complete replacement of the roof.

##### 9. Water Softener

a) COVERED: This Agreement covers all modules, components, and parts necessary to functionality, including valves.

b) NOT COVERED: Mineral tank; Brine tank; Recharge or regeneration.

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#### 10. Septic System

- a) COVERED: Aerobic pump, sewage ejector, jet pump, septic tank
- b) NOT COVERED: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, clean out, pumping.

#### 11. Ice Maker

- a) COVERED: covers all components and parts. (i) ice maker (ii) motor (iii) thermostat
- b) NOT COVERED: Stand alone ice maker, dispenser, valves, water line.

#### 12. TANKLESS WATER HEATERS

COVERED: All components and parts, including tankless water heaters and circulating pumps, except:

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

#### 13. SALT WATER POOL SYSTEM

- a) COVERED: Both pool and built-in spa equipment are covered if they share components and parts; if not, then only the pool or the built-in spa is covered (unless additionally purchased). Coverage applies to above ground, accessible mechanical components and parts of the heating, pumping and filtration system as follows: Heater; Pump; Motor; Above ground plumbing and wiring.
- b) NOT COVERED: Access; Portable or above ground pools/spas; Control panels and electronic boards; Liners; Structural defects; Jets; Fountains, waterfalls, and associated systems; Pool cover and related equipment; Fill line; Cleaning equipment (i.e., pool sweeps, pop-up heads, skimmers, chlorinators, and ionizers); Fuel storage tanks; Disposable filtration mediums; Cracked or corroded casings; Grids; Cartridges; Gaskets; Blowers; Timers; Relays and switches; Heat pump; Salt water generators and components.

#### 14. SECOND CLOTHES DRYER

- a) COVERED: All mechanical components and parts.
- b) NOT COVERED: Lint screens; Knobs and dials; Doors and seals; Hinges; Leveling and balancing; Timers (unless they directly affect the functionality of the item).

#### 15. SECOND Dishwasher

- a) COVERED: All mechanical components and parts.
- b) NOT COVERED: Racks; Baskets; Rollers; Hinges; Handles; Doors and door gaskets.

#### 16. SECOND Air Conditioning ("AC")

- a) COVERED: Ducted electric central AC and ducted electric wall AC, up to a 5-ton capacity. For units below 13 SEER, and for when we are unable to facilitate repair/replacement at the current SEER rating, repair/replacement will be performed with 13 SEER equipment or higher.
- b) NOT COVERED: Leaks of any kind; Gas AC systems; Condenser casings; Registers and grills; Electronic air cleaners; Window units (unless additionally purchased); Non-ducted wall units; Water towers; Humidifiers; Chillers; All exterior condensing, cooling, and pump pads; Roof mounts, jacks, stands, or supports; Condensate pumps; Drain line stoppages; Geothermal piping and wells; Electrical supply; Coils of any kind; Zoned systems.

#### 17. SECOND Clothes Washer

- a) COVERED: All mechanical components and parts.
- b) NOT COVERED: Plastic tubs; Soap dispensers; Knobs and dials; Door seals; Hinges; Leveling and balancing; Timers (unless they directly affect the functionality of the item).

#### 18. SECOND OVEN / RANGE / STOVE/ COOKTOP

- a) COVERED: All mechanical components and parts.
- b) NOT COVERED: Clocks (unless affecting the cooking functionality of the unit); Meat probe assemblies; Rotisseries; Racks; Handles; Knobs; Doors and door seals; Hinges. Sensi-heat burners will only be replaced with standard burners. For combo units, components and parts that are shared by each appliance.

#### 19. SECOND TANKLESS WATER HEATERS

COVERED: All components and parts, including tankless water heaters and circulating pumps, except:

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

### H. LIMITATIONS AND EXCLUSIONS

#### 1. 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);

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- b) A Malfunction of a Covered Item partially or completely due to: lack of, or excess of, capacity in the Covered Item; insufficient maintenance of the Covered Item; rust or corrosion of the Covered Item; improper installation, repair, matching, sizing, or modification of the Covered Item whether performed by You or a third party;
  - c) Commercial grade equipment, systems, or appliances; commercial property or premises whether converted into a business or otherwise, or to which the general public is invited for business purposes;
  - d) Professional series, professional grade, luxury, high-end, premium, or like appliances, including but not limited to brand names such as Gaggenau, La Cornue, Lacanche, THG Paris, Bertazzoni, Officine Gullo, Molteni, True, Dacor, Aga, KitchenAid, Electrolux, Asko, Fisher & Paykel, Five Star, GE Monogram, GE Cafe, Marvel, Scotsman, U-line, Alfresco, Miele, American Range, Best, Blomberg, BlueStar, Sub-Zero, Viking, Capital, Faber, Fulgor Milano, Jenn-Air, Heartland, Hestan, Liebherr, Wolf, Lynx, Smeg, Zephyr, Thermador, Ilve, Thor Kitchen, Bosch, Verona, ZLine, Chambers, Abbaka, and Franke
  - e) Flues, vents, chimneys, and exhaust lines associated with any Covered Item;
  - f) Electronic, computerized, "smart," and/or Internet-enabled components and parts;
  - g) Remote receiving and/or transmitting devices, and associated equipment;
  - h) Filters associated with any Covered Item;
  - i) Lighting, including but not limited to fixtures, lights, lamps, and bulbs;
  - j) Radon and other leak detection monitoring systems and fire sprinkler systems;
  - k) Solar systems and appliances, including any solar components and/or parts of systems and appliances;
  - l) Repair or remediation of cosmetic defects;
  - m) 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;
  - n) Covered Item diagnosis, testing, location, modification, upgrade, repair, or replacement required to comply with any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements;
  - o) Disposal of appliance, system, or component;
  - p) Installation of parts of or the entirety of systems, appliances, and/or optional add-ons;
  - q) Cranes or other specialty vehicles or equipment required to install, remove, or access Covered Items in order to provide services under Your Agreement;
  - r) Costs or expenses associated with refrigerant recovery, recycling, reclaiming, recapture, conversion, and/or disposal (for coverage of R-410A refrigerant itself, see subsection 10.);
  - s) Noise;
  - t) Glass parts and components of Covered Items;
  - u) Unless stated otherwise in this Agreement, valves of any kind and leaks, leak detection, and leak searching of any kind;
  - v) Thermostats and thermometers.
2. We have the right to request purchase records, repair/installation records, maintenance records, certifications, and home inspection reports, among other pieces of evidence, for any reason and at any time, including but not limited to reviewing any claims, or reviewing Our decision to deny any claims. Should You not provide Us with the aforementioned pieces of evidence, We reserve the right to limit or deny Your repair, replacement, and/or cash in lieu of repair or replacement.
3. All Covered Items must be in place and in proper working order on the Effective Date of this Agreement. This Agreement does not cover any known or unknown pre-existing conditions.
4. Except as otherwise specified in Your Agreement, PHW is not responsible nor liable for performing service and/or paying remediation costs for systems, appliances, and/or add-ons that involve hazardous or toxic materials or other waste, including but not limited to: mold, lead paint, asbestos, mildew, bio-organic growth, rot, fungus, pest damage of any nature or kind.
5. Except as otherwise specified in Your Agreement, PHW is not responsible nor liable for:
- a) Costs of construction, carpentry, and/or other modifications necessary to remove, relocate, or install a Covered Item or part thereof; and
  - b) Restoration of any wall or floor coverings, cabinets, counter tops, tiles, and/or paint.
6. We will not provide or secure access to Covered Items through walls, ceilings, floors, concrete encasings, and/or any other sort of obstruction (i.e., built-in appliances, cabinets, and/or coverings), and will not return or close access openings to any sort of condition.

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7. PHW is not responsible nor liable for the cost or conduct of testing required by statute or regulation associated with the repair or replacement of Covered Items.
8. PHW is not responsible for modifications necessitated by the repair, replacement, and/or installation of systems, appliances, and/or add-ons.
9. PHW is not responsible nor liable for Covered Item repairs or replacements when a Malfunction is due to:
  - a) Misuse, abuse, or mistreatment, including but not limited to removal of parts or damage by people, pests, or pets;
  - b) Accidents, fire, freezing, subsidence, water damage, electrical failure or surge, or excessive or inadequate water pressure;
  - c) Lightning, mud, roots, earthquake, soil movement, storms, or other acts of God, acts of war, or terrorism;
  - d) A manufacturer's improper design, materials, or formulations (design defects); a defective manufacturing or assembling process, construction, or production (manufacturing defects); defects in marketing; or other manufacturing defects (products liability).
10. LIMITS OF LIABILITY
  - a) The following Covered Item dollar limits reset every 365 days during the Agreement Term from the Effective Date of this Agreement:
    - i. Access, diagnosis, and repair/replacement of all Covered Items are limited to \$1,600 per Covered Item, except as follows:
      - (1) Access, diagnosis, and repair/replacement is limited to \$500 for the Covered Items identified in Sections D.4, D.5, G.1, G.3, and G.4, and \$250 within 90 days of the Effective Date;
      - (2) Coverage for R-410A refrigerant itself is limited to \$10 per pound;
      - (3) Within 120 days of the Purchase Date, all Covered Items are limited to 60% of the Covered Item's Depreciated Value, and thereafter, PHW will cover up to 100% of the Covered Item's Depreciated Value;
      - (4) Access, diagnosis, and repair/replacement is limited to \$200 for the Covered Item identified in Section G.2.
11. PHW will not be liable for any violations caused by You or by third parties of federal, state, or local laws, rules, regulations, and/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, rules, regulations, and/or guidelines.
12. PHW is not responsible nor liable for special, secondary, incidental, indirect, consequential, exemplary, and/or other related damage resulting from the Malfunction of any Covered Item, or PHW's or a Service Contractor's neglect or delay in providing, or failing to provide, repair or replacement of such Covered Item.
13. PHW is not responsible nor liable for any delay in service or failure to provide service caused by conditions beyond PHW's control.
14. Except as otherwise provided herein, systems and appliances shared by separate residential properties are not covered.
15. 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 PHW Agreement for coverage to apply to shared systems and appliances.
16. If Your Agreement is for a multi-family and/or multi-unit residential property other than those specified in H.15 above, then only items contained within the confines of each individual residential property are covered. Shared systems and appliances are not covered, unless all families and/or units in the residential property have coverage for the claimed Covered Item.

## I. Renewal

1. PHW may, in its sole discretion, elect to renew this Agreement. In the event we elect to renew Your Agreement, You will be notified of the terms of Your renewal Agreement within 60 days prior to expiration of Your Agreement. Unless You decline the offer to renew Your Agreement prior to or within a reasonable amount of time after the expiration of Your prior Agreement, Your Agreement will be automatically renewed and You will be charged an applicable Agreement Price. This Section I. does not apply if Your Agreement Term is "Monthly Recurring."

## J. Cancellation

1. Your Right to Cancel and How Refunds Will Be Calculated: You may cancel this Agreement for any reason at any time. If You cancel this Agreement within the first 30 days from the Effective Date of this Agreement, We will refund to You the full Agreement Cost, less a cancellation fee of \$50 and the cost of any claims paid. If You cancel this Agreement after 30 days from the Effective Date of this Agreement, We will refund to You a prorated refund of the Agreement Cost based on months remaining on the term of Your Agreement, less a cancellation fee of \$50 and the cost of any claims paid.
2. Our Right to Cancel and How Refunds Will Be Calculated: We may cancel this Agreement for: (1) Your nonpayment of the Agreement Price or Trade Service Call Fee when due; (2) Your material breach of any provision of this Agreement; (3) fraud or material misrepresentation of facts by You in relation to obtaining this Agreement or making a claim under this Agreement, and; (4) threatened or actual harm by You to PHW, its employees, or Service Contractors, or any property of PHW or Service Contractors. If We cancel this Agreement, We will refund to You a prorated refund of the Agreement Cost based on months remaining on the term of Your Agreement, less any claims paid. If We cancel this Agreement, We will send You written notice stating the reason for and the effective date of cancellation to Your last known address in Our records.

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#### K. Miscellaneous

1. The obligations of PHW under this Agreement are backed by the full faith and credit of PHW.
2. Entire Agreement: This Agreement supersedes any and all other prior understandings and agreements, whether oral or in writing, between You and PHW, its employees, representatives, salespeople, agents, contractors, partners, and/or affiliates, with respect to the subject matter hereof, and constitutes the sole and only agreement with respect to said subject matter. All prior negotiations and agreements between You and PHW, its employees, representatives, salespeople, agents, contractors, partners, and/or affiliates, with respect to the subject matter hereof, are merged into this Agreement. You acknowledge that no representations, inducements, promises, and/or agreements, orally or otherwise, have been made by the foregoing that are not embodied in this Agreement, and that any agreement, statement, or promise that is not contained in this Agreement shall not be valid or binding, or of any force or effect.
3. Severability: In case any clause, provision, part, and/or section in this Home Warranty Agreement shall be held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining clauses, provisions, parts, and/or sections shall not in any way be affected or impaired thereby.
4. Indemnification: You shall indemnify and hold harmless PHW, its shareholders, directors, officers, employees, and agents, from and against all damages, costs, expenses, liabilities, losses, claims, demands, interest, awards, penalties, and judgments of whatever kind or nature, including reasonable attorneys' fees and costs, for which We may be liable, in whole or in part, arising out of or related to Your acts and or omissions, a Service Contractor's acts and/or omissions, or any and all claims of third parties relating to, arising out of, or resulting from Your or a Service Contractor's negligence, willful misconduct, and/or breach of this Agreement.
5. Waiver of Provisions: No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.
6. MANDATORY ARBITRATION: The parties agree to mediate in good faith, before resorting to mandatory arbitration. Unless You make written application to PHW and PHW agrees in writing to allow You to bring a lawsuit against PHW solely in Your individual capacity, any claim, dispute, or controversy regarding any legal claim arising out of this Agreement 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](http://www.adr.org), or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and nonappealable. Judgment upon the award may be entered into 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, and 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 exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, and/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."
7. 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, 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 ARISING OUT OF THIS AGREEMENT DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Signature Here:

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