



**America's  
Preferred**  
Home Warranty, Inc.



**Innovation in Home Warranty**

- Industry First ListSecure™ Enhanced Seller Coverage
- Our Clients Can Choose Their Own Contractors
- No Cost Basic Coverage Until Your Home Sells

**Supreme Home Protection Plan**

# Supreme Covered Items

## ATTIC AND EXHAUST FANS

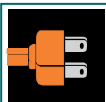
### Seller and Buyer



**Covered:** Switches, controls, motors, bearings and blades.  
**Not Covered:** Shutters, belts and filters, circulation or paddle-type fans.

## ELECTRICAL

### Seller and Buyer



**Covered:** Electrical breakers, wiring, panels and sub-panels, plugs, fuses, switches, conduit, junction box, central vacuum systems.

**Buyer only:** Garage door openers (motors, push buttons, control boards, drive mechanisms, chains).

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

## HEATING SYSTEM\*\*

### Seller (with upgrade) and Buyer



**Covered:** (Must be centrally ducted) Central heating system including electric, gas, oil, gravity (centrally ducted only), steam or hot water heat systems, duct work, interior gas lines, dial and non-programmable digital thermostats, relays & wiring. Heat exchanger and/or

combustion chamber, electric heat pump, burners, circuit board, ignitor, flame sensor, transformer, gas valves, baseboard convectors, pumps, motors, switches, heating element. **Boiler systems only** zone valves Geothermal &/or water source heat pump components & parts located within the foundation of the home or attached garage which cool &/or heat the home. **Not Covered:** Outside &/or underground components & piping for geothermal &/or water source heat pumps, well pump & well pump components for geothermal &/or water source heat pumps. Free-standing or portable heating units, through-wall units, coal or wood burning equipment, fuel oil or propane gas storage tanks, fuel oil lines, registers, electronic air filters and cleaners, vents, space heaters, registers, grills, filters, solar heating systems, radiators, fireplaces, clocks, chimneys & chimney liners, recovery of refrigerant and cleaning and energy management systems.

## PLUMBING SYSTEMS

### Seller and Buyer



**Covered:** Drains & standard faucets, leaks and breaks to water, vent, gas or sewer lines, waste lines, assembly parts within the toilet tank, valves to shower, tub diverter, interior hose bibs, stoppage in drain, vent & sewer lines. Angle stops and risers.

Clearing of stoppages with rotary machine, rotary machine (cleaning same lines after 14 days has elapsed shall be considered a new claim and is subject to a new deductible). The foregoing is covered only within the perimeter of the main foundation of the home including attached garage.

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

## TRASH COMPACTOR

### Seller and Buyer



**Covered:** All parts and components excluding lock-key assembly.  
**Not Covered:** Removable buckets.

## HUMIDIFIER

### Buyer Only



**Covered:** Permanently mounted furnace humidifier including pans, housing, motors, fans, humidistats, transformers, valves & lines.  
**Not Covered:** Humidifier pads, media elements, brushes, atomizers or back flush units.

## WATER HEATER

### Seller and Buyer



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

**Not Covered:** Oil hot water tanks, and loss arising as a result of chemical or mineral deposits, insufficient capacity, water residue or rust-out (**chemical, mineral deposits, and sediments are covered with Buyers Preferred Upgrade only**).

## ROOF

### Buyer Only

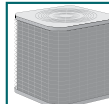


**Covered:** Rolled roofing, asphalt shingles and flashing. Water leaks only and must occur during coverage period for coverage to apply.

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

## CENTRAL AIR CONDITIONING\*\*

### Seller (with upgrade) and Buyer



**Covered:** (Electric refrigerant central air conditioning units only). Coils and compressors, capacitor, motors, thermostat valves, dial and non-programmable digital thermostat, leaks in refrigerant lines, liquid suction line dryers, fuses, breakers, disconnect boxes (contactor), wiring, condensing units, evaporative coolers.

**Not Covered:** Window units, free-standing room units, water cooled units, portable units, any type of gas, lithium/glycol or geothermal unit including condenser fins, drain pans, cleaning, duct work associated with any gas units, electronic air filters or cleaners, filters, water towers, evaporative cooling pads, energy management systems, or recovery of refrigerant and chillers.

## KITCHEN APPLIANCES\*\*

### Seller (with upgrade) and Buyer

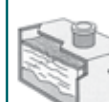


**Covered:** (All appliances must be part of the contract to purchase for the purchaser with the sale of the home or be built-in). Free-standing range, built-in oven, cooktop, built-in dishwasher (pump, motor, timers, gaskets, spray arm, seals, air gap, latches, switches & heating element, control board), built-in microwave, garbage disposal, refrigerator (compressor). Coverage is limited to primary kitchen area.

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

## SEPTIC

### Buyer Only



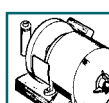
**COVERAGE FOR SEPTIC SYSTEMS BEGINS THIRTY (30) DAYS FROM DATE OF CLOSING.**

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

**Not Covered:** Drainfield, tile fields and leach beds, clean out, or insufficient capacity.

## WATER WELL PUMP

### Buyer Only



**MUST BE PRIMARY WATER SOURCE. COVERAGE BEGINS THIRTY (30) DAYS AFTER CLOSING.**

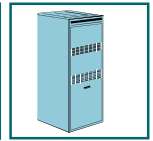
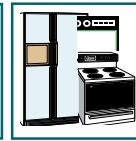
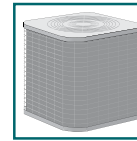
**Covered:** Well pumps, valves and regulators.

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

## OPTIONAL SELLER COVERAGE

(requires payment of additional fee)

## SELLER PREFERRED UPGRADE



**Covered:** HEATING SYSTEMS\*\* (As noted in previous Heating Section), CENTRAL AIR CONDITIONING SYSTEMS\*\* (As noted in the previous Central Air Conditioning section), KITCHEN APPLIANCES\*\* (As noted in the previous Kitchen Appliances section) includes refrigerator, built-in dishwasher, free-standing range, built-in oven, built-in microwave.

**Not Covered:** Items listed specifically as not covered in the previous sections of this warranty for Heating Systems\*\*, Central Air Conditioning Systems\*\*, Kitchen Appliances\*\* are also not covered under this upgrade package.

## OPTIONAL BUYER COVERAGE

Available to Buyer Only at Closing.  
(requires payment of additional fee)

## CLOTHES WASHER & DRYER



**Covered:** All parts and components except:

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

## JETTED BATHTUBS



**Covered:** Mechanical parts and components as follows: accessible electrical controls; accessible plumbing lines; air pumps; drains; gaskets; and primary circulation pump motor.

**Not Covered:** Bathtub shell; caulking and grout; failures due to dry operation of equipment; gaining access to piping, jets, electrical and component parts; tiles and marble; and tub enclosure.

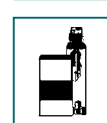
## SWIMMING POOL, SPAS



**Covered:** INGROUND BUILT POOL ONLY. All components and parts of the heating, pumping, and filtration system. A spa, including an exterior whirlpool and hot tub is also covered along with a swimming pool, if the units utilize common equipment. If they do not, coverage is limited to the option selected for either the spa or the pool unless the buyer has selected the pool/spa combo coverage.

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

## WATER SOFTENER



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

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

## BUYER PREFERRED UPGRADE

**Central Heat:** adds – registers, grills and heat lamps. **Central Air:** adds – refrigerant recovery, registers and grills. **Plumbing:** adds – toilets replaced with like quality up to \$200 per occurrence. **Water Heater:** adds – sediment build-up. **Special Electrical Package Includes:** Fire/Burglar alarm, lighting fixtures, doorbell, **garage door opener** – hinges, springs, keypads and remote transmitters, ceiling fan. **Kitchen Appliances:** adds – refrigerator refrigerant recovery, ice maker and ice/beverage dispenser and their respective equipment; **trash compactor** lock and key assembly, buckets; **built-in dishwasher** racks, baskets and rollers; **built-in microwave** interior lining, glass door, clocks and shelves; **oven/range** interior lining, clocks, rotisseries, racks, handles, knobs and dials, **Ceiling fan** (must be located in main dwelling); **Code violations:** when the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will pay up to \$250 aggregate to correct the code violation(s). APHW will not simply pay to remove the violation.

**IMPORTANT:** FOR SERVICE CALL  
1-800-648-5006. NO PAYMENT OR  
REIMBURSEMENT FOR SERVICES PERFORMED  
WITHOUT PRIOR APPROVAL.



Home Warranty, Inc.

Contract No.: A.P. \_\_\_\_\_  
To obtain a Contract Number Call 1-800-648-5006  
and Fax To: 1-888-479-2652  
Email: aphwoffice@comcast.net  
www.aphw.org

**SUPREME HOME WARRANTY SERVICE AGREEMENT**

Seller's Name		
Property Address No. & Street		
City	State	Zip
Phone #		
Seller's E-mail		
Buyer's Name		
New Phone #		
Buyer's E-mail		
Real Estate Office Name		
Address		
City	State	Zip
Phone #	Fax #	
Real Estate Agent	Agent's E-mail	
Closing Date	Listing date	
Housing Type: <input type="checkbox"/> Single/Family <input type="checkbox"/> Condo <input type="checkbox"/> Duplex = 2 warranty agreements <input type="checkbox"/> New Home Construction <input type="checkbox"/> Tri Plex = 3 warranty agreements <input type="checkbox"/> Foreclosed/Repossessed Home** <input type="checkbox"/> Four Plex = 4 warranty agreements <small>(**See Terms &amp; Conditions on reverse "General #9")</small>		

**PLAN OPTIONS (Please Check One)**

1 YEAR PLAN  \$390 WITH A DEDUCTIBLE OF \$100.00  
 \$405 WITH A DEDUCTIBLE OF \$ 75.00  
 \$425 WITH A DEDUCTIBLE OF \$ 50.00

2 YEAR PLAN  \$750 WITH A DEDUCTIBLE OF \$100.00

1 YEAR CONDO PLAN  \$365 WITH A DEDUCTIBLE OF \$ 75.00

3 YEAR NEW CONSTRUCTION WARRANTY FOR BUYERS\*  
 \$550 WITH A DEDUCTIBLE OF \$ 75.00

\*Coverage begins 366 days after closing and continues for 3 years.

MULTI-FAMILY UNITS (\$75 DEDUCTIBLE)  DUPLEX=\$700 (2 WARRANTY AGREEMENTS)  
 TRIPLEX=\$975 (3 WARRANTY AGREEMENTS)  FOURPLEX=\$1,250 (4 WARRANTY AGREEMENTS)

Seller's coverage for the listing period starts the date the application is received and accepted by America's Preferred Home Warranty, Inc and continues until closing or until the listing is cancelled, whichever occurs first.

Buyer's coverage begins at the close of sale and continues for One (1) year from that date (or 2 years if the 2 year plan is chosen). Provided payment has been received by America's Preferred within seven (7) business days after close of sale in order for coverage to be in force. **SEE TERMS, CONDITIONS, AND LIMITATIONS WITHIN THIS AGREEMENT, LOCATED ON THE REVERSE SIDE OF THIS CONTRACT.**

**THE ABOVE CHARGES FOR PRINCIPAL DWELLING AND ADDITIONAL DWELLINGS INCLUDE THE FULL AMOUNT OF ALL FEES, IF ANY, PAYABLE TO THE REAL ESTATE BROKER AND ITS AGENTS FOR ADMINISTERING, PROCESSING AND ADVERTISING.**

**THIS AGREEMENT DOES NOT COVER ANY PRE-EXISTING DEFECTS. IN ORDER TO QUALIFY FOR COVERAGE, POTENTIALLY COVERED ITEMS MUST BE FULLY OPERATIONAL AND IN SATISFACTORY WORKING CONDITION UPON OCCUPANCY OF THE HOME.**

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

**Buyer**, acknowledges by his signature below, that he or she has read this Home Warranty Service Agreement, including all Service Agreement Terms & Conditions on the reverse side & he or she understands the terms and conditions of the contract. That the obligation of this Agreement by the seller and buyer and that all systems are in good & satisfactory, operating condition on the transfer date of coverage to the buyer and upon occupancy of the home.

**BOTH PARTIES AGREE THAT THE OBLIGATIONS OF THE SERVICE FOR REPAIR OR SERVICE UNDER THIS AGREEMENT ARE SOLELY THOSE OF THE SERVICE AND ARE NOT THE OBLIGATION OF ANY REAL ESTATE FIRM. SEE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE.**

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

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

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

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

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

COVERAGE	BUYER		BUYER PREFERRED UPGRADE		SELLER		SELLER PREFERRED UPGRADE	
	●	●	●	●	●	●	●	●
Heating System	●							●
Central Air Conditioning	●							●
Refrigerator	●							●
Built-in Dishwasher	●							●
Free-Standing Range/Cooktop	●							●
Built-in Oven	●							●
Built-In Microwave	●							●
Garbage Disposal	●							●
ListSecure™ Program					●			
Plumbing	●							●
Electrical System	●							●
Water Heater	●							●
Duct Work	●							●
Attic & Exhaust Fans	●							●
Central Vacuum	●							●
Instant Hot Water Dispenser	●							●
Trash Compactor (built-in)	●							●
Stoppages	●							●
Humidifier	●							●
Roof Leak Repair	●							●
Permanently Installed Sump Pump	●							●
Garage Door Opener	●							●
Septic System	●							●
Water Well Pump	●							●
Hotel Benefits	●							●
Special Electrical Package Includes: Fire/Burglar Alarm, Lighting Fixtures, Doorbell, Ceiling Fans					●			
Central heat: registers, grills & heat lamps					●			
Central air: refrigerant recovery, registers & grills					●			
Water heater: sediment buildup					●			
Toilets: replaced with like quality					●			
Garage door opener: hinges, springs, keypads and remote transmitters					●			
Refrigerator: refrigerant recovery, ice maker and ice/beverage dispenser					●			
Trash compactor: lock & key assembly, bucket					●			
Built-in Dishwasher: racks, baskets and rollers					●			
Built-in microwave: interior lining, glass door, clocks & shelves					●			
Oven/range: interior lining, clocks, rotisseries, racks, handles, knobs & dials					●			
\$250 towards code violations					●			

**OPTIONAL COVERAGE AVAILABLE TO SELLER ONLY**

Seller Preferred Upgrade (see chart above)	\$ 75.00
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**PER YEAR OPTIONAL COVERAGE AVAILABLE TO BUYER ONLY**

Buyer Preferred Upgrade (see chart above)	\$ 75.00
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**PER YEAR OPTIONAL COVERAGE AVAILABLE TO BUYER ONLY**

Inground Swimming Pool	\$100.00
Spa Only	\$ 85.00
Pool/Spa Combo (built-in)	\$185.00
Jetted Bathtubs	\$125.00
Clothes Washer & Dryer	\$ 50.00
Water Softener	\$ 40.00

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

Plan Cost \_\_\_\_\_ + Options \_\_\_\_\_ = Total \_\_\_\_\_

**MAKE CHECKS PAYABLE TO:**  
America's Preferred Home Warranty, Inc. • 1500 W. Parnall, Jackson, MI 49201

**FOR SERVICE, CALL 800-648-5006**

# SUPREME HOME WARRANTY SERVICE AGREEMENT TERMS AND CONDITIONS

## PERFORMANCE OF SERVICE

Please read your coverage carefully. Should you need service, telephone the Customer Service Department at 1-800-648-5006. Service is available 24 hours a day, seven days a week; you must have telephone approval before having any work done. You will be required to pay a deductible per trade call, or the actual cost, whichever is less. The Customer Service Department will make every effort to expedite service in emergencies.

## PAYMENT

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

## CONTRACT COVERAGE

This contract provides protection, at a reasonable cost, against breakdown of specific items you have due to normal wear and tear. This agreement is not intended to replace responsibility for minor repairs or normal maintenance. It does not cover everything. It may not cover the entire cost of repair or replacement of a covered item. You are required to pay a deductible for most service calls. Please read the following terms and conditions carefully. They describe the terms of your coverage and how to obtain service.

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

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

## CUSTOMER SERVICE

1. Telephone service is available 24 hours a day, 7 days a week. You must call the Company to place a claim. No claim forms are used. When service is required, homeowner is to call APHW at 800-648-5006. Service calls will be dispatched in a timely manner. In case of furnace failure during periods of freezing temperatures, service will be initiated immediately and will be completed as soon as reasonably possible. If service cannot be initiated immediately due to conditions beyond the control of the Company & the homeowner must leave the home, upon prior authorization by the Company, the Company will pay up to \$75.00 per night for no more than a three night hotel stay.
2. A "Trade Call" is a repair or service call by a licensed service contractor to the residence covered here-under for the repair or assessment of one or more parts of one covered system. If repairs are made to parts of additional systems, a separate deductible will apply to each system repaired.
3. It is the discretion of the Company to determine whether a covered system or component is to be replaced or repaired. Replacement is based on like kind or of better efficiency. For air conditioning or heating equipment, like kind includes equal or a better energy efficiency rating. For air conditioning equipment, this is the SEER rating. When replacement systems of exact dimensions are not available, the Company will be responsible for installation of like kind equipment, but not for the cost of carpentry or construction to necessitate the different dimensions. The Company is not responsible for upgrade or matching color or brand and is not limited to brand names. Determination of the operating condition as of the agreement effective date and the nature of any failure will be made by us based upon the professional opinion of our claim staff reflecting, but not limited to our approved contractor's diagnosis.
4. The Company will provide repair or replacement service at its option (**You must call APHW first**). APHW allows the homeowner to pick their own licensed contractor. Request that the service provider investigate your problem, and then contact APHW for approval of the proposed work. APHW will recommend a licensed contractor for you if you do not have an approved licensed contractor in your area, or if you would rather have APHW recommend the licensed contractor. **The contractor must be licensed and bonded.**
5. If no covered defects are discovered or repaired during a service call, the homeowner is responsible for the entire cost of the service call.
6. No additional deductible will be required where service work fails within 30 days after the service call, or 90 days on parts.

## LIMITATIONS OF COVERAGE

- Seller.** The maximum aggregate liability of the Service to the Seller, regardless of the number of claims for repairs or replacement, for the life of the listing is \$1000. Payment by APHW for any claim for repair or replacement for seller does not affect the amount of coverage for the buyer.
  1. **Seller Preferred Upgrade (must be chosen at time of listing):** includes Heating systems (including heat pumps or steam or hot water heating systems); hot water heat system boiler must have auto boiler feed; steam heat must have low water cut off valve. Geothermal and/or water source heat pump components & parts located within the foundation of the home or attached garage which cool & or heat the home. Central Air Conditioning, Refrigerator, Built-In Dishwasher, Free-Standing Range, Built-In Oven, Cooktop, Built-In Microwave, Garbage Disposal. The Company covers multiple systems for heating & air conditioning (Hot water, steam & geothermal systems are not covered for multiple systems). **EXCEPT: Not Covered:** outside or underground piping & components for geothermal and/or water source heat pumps, well pump & well pump components for geothermal and/or water heat pumps.
  2. **Seller's ListSecure™ Program:** As part of this APHW home warranty contract, if Seller(s) contracted for coverage when listing the home through a registered APHW broker, and fully funded this APHW home warranty and it is not cancelled, after closing Seller(s) may be eligible to participate in APHW's Seller's ListSecure™ Program (the "Program"). The Program will be funded by APHW with credits from each fully paid non-cancelled home warranty. Reimbursements shall not exceed funding credits except in APHW's sole discretion. The Program provides a maximum reimbursement of \$1,000 for post sale attorney fees incurred by Seller(s) defending a lawsuit by buyer arising directly out of the transaction for which this home warranty was purchased. The program does not cover settlement payments, or attorney fees for alternative dispute resolution required by the buy/sell agreement or a local, regional or state Board of Realtors or equivalent, which process(es) are a condition precedent to Program eligibility. To be eligible, Seller must also provide APHW a copy of the lawsuit for which reimbursement may be later sought within 21 days of being served with the lawsuit. Eligible Sellers can request reimbursement from the Program for up to 2 years after the date of closing. The Program is not an assignable benefit of the Seller, and is terminable at will by any successor in interest to APHW.
- The maximum aggregate liability of the Warranty is \$25,000.**
- Commercial-like or Ultra-Premium Appliances:** \$1000 maximum (e.g. Viking, Wolf, Dacor, and all commercial-like or ultra-premium appliances).
- Buyer (Seller where applicable).** The maximum aggregate liability for the repair or replacement of all or part of:
  1. Heating systems including heat pumps are \$2,250 (\$1,500 for steam or hot water heating systems); hot water heat system boiler must have auto boiler feed; steam heat must have low water cut off valve. \$1,500 for Geothermal and/or water source heat pump components & parts located within the foundation of the home or attached garage which cool & or heat the home. The Company covers multiple systems for heating & air conditioning (Hot water, steam & geothermal systems are not covered for multiple systems.) **EXCEPT: Not Covered:** outside or underground piping & components for geothermal and/or water source heat pumps, well pump & well pump components for geothermal and/or water source heat pumps.
  2. The air conditioning system is \$2,250.
  3. Roof leak repair, \$550; roof vent not covered.
  4. Concealed plumbing (drains, vent piping, duct work, leaks and breaks in plumbing) \$500. This limit includes access, diagnosis, repair or replacement and restoring or resurfacing to a rough finish.
  5. Pool and/or spa heater & filtration system is limited to \$600.
  6. Washer and dryer, water well pump (must be primary source of water), and septic is \$400 (water well and septic coverage begin 30 days after closing).
  7. Water softener is \$600 for the life of this contract.
  8. Humidifier is \$500.
  9. The special electrical package is limited to \$1,000 per contract. (See limitations of coverage, D12, Special Electric Packages).
  10. Sump Pump: Primary sump pump only. Auxiliary pump not covered.
  11. Water heater is \$500 for the life of the contract (chemical, mineral deposits, and sediments are covered with Buyer's Preferred Upgrade only).
- Buyer Preferred Upgrade: Central Heat: adds** – registers, grills and heat lamps. **Central Air: adds** – refrigerant recovery, reclaim and disposal, registers and grills. **Plumbing: adds** – toilets replaced with like quality up to \$200 per occurrence. **Water Heater: adds** – sediment build-up. **Special Electrical Package Includes:** fire/burglar alarm, lighting fixtures, doorbell, garage door opener-hinges, springs, keypads and remote transmitters, ceiling fans. **Appliances: adds** -refrigerator refrigerator recovery, ice maker and ice/beverage dispenser and their respective equipment; **trash compactor** lock and key assembly, buckets; **built-in dishwasher** racks, baskets and rollers; **built-in microwave** interior lining, glass door, clocks and shelves; **oven/range** interior lining, clocks, rotisseries, racks, handles, knobs and dials. **Ceiling Fan** - must be located in main dwelling. **Code violations:** when the correction of code violation(s) is required to affect a covered repair or replacement of a heating, plumbing or electrical "Component Part", APHW will pay up to \$250 aggregate to correct the code violation(s). APHW will not simply pay to remove the violation. **IMPORTANT: If the Buyer Preferred Upgrade has been selected and the property is a multiple family dwelling, the upgrade package must be purchased for each unit.**

## LIMITS OF LIABILITY

1. **The Company will not reimburse you for services performed without Company authorization. You must call APHW at 1-800-648-5006 for service. No claims will be honored after coverage period. You must have prior telephone approval from APHW before calling a contractor.**
2. The Company will not pay for any additional costs or related expenses which may be required to complete repairs, nor will the Company upgrade equipment or improve due to lack of capacity, previous improper installation, previous repair of or design of appliances, systems & components; or problems occurring because of modifications or alterations to appliances, systems or components, or failure to meet building, or zoning code requirements or violations, city, county, state, federal, or any utility regulations or upgrades required by law.
3. Common areas or facilities of mobile home parks and condominiums are not covered.
4. Company is not responsible for repairs or replacements required as a result of: missing parts, fire, war, flood, smoke, water damage, lightning, freeze-up, earthquake, theft, storms, accidents, nuclear explosions, reaction, radiation or radio active contamination, insurrection, extreme or unusual climate conditions, rust-out, corrosion, riots, vandalism, code violations, improper installation, acts of God, pest damage or misuse, structural changes, water failure and/or electrical surges, soil movement or mud, or failure to clean or maintain as instructed by the equipment manufacturer. Nor is the Company responsible for repairs of any cosmetic defects or cost of cleaning of equipment or parts.
5. Company is not liable for consequential or secondary damage for property damage or personal injury, nor for service relating to any toxic materials or asbestos.
6. Company has the sole responsibility in determining whether to repair or replace.
7. Company's liability is limited to systems failure due to normal wear and tear. Systems beyond life expectancy will be the sole discretion of the Company.
8. Company is not responsible for any computerized or electronic energy management, lighting, or appliance management systems.
9. Company is not responsible for failure to provide reasonable service due to conditions beyond its control; including but not limited to, delays in obtaining equipment, parts, or labor difficulties.
10. Items not covered for the home seller or for the first 30 days after the close of sale for the home buyer are: any improper operation or malfunction due to rust for any system or component, appliance or pools/spas, and collapsed duct work.
11. Company is not responsible for additional charges to install or remove non-related equipment or systems in order to make a covered repair.
12. Vacant or unoccupied homes are covered during the listing period as long as they are maintained and not abandoned.
13. This contract is non-cancellable except for non-payment of contract fees, deductibles and/or service call fees, fraud or misrepresentation of facts, material to the issuance of this contract.
14. Company will not be obligated to service any system or appliance classified by manufacturer as commercial, leased equipment, stolen, vandalized, not properly maintained or connected, misused, neglected, consequential damages, abnormal use or damages due to inadequate capacity as determined/diagnosed by a licensed service contractor in the specific field and/or Company.
15. The type of service, repair or replacement and/or second opinion, will be at the Company's sole discretion. APHW is not responsible for any costs due to repair, replacement, installation and labor of any covered system or part while under existing manufacturer's warranty. Any inspections, reports, findings and/or disclosures will be made available to APHW upon request.
16. Anyone doing work on covered items is in no way a representative or agent of Company.

## GENERAL

1. Any dispute arising under this Agreement shall be submitted for binding arbitration under the auspices of the American Arbitration Association's local office. Each party shall pay for its own representative and shall bear arbitration cost equally. The Arbitrator's Award shall be final and binding and may be enforced by any Court and law.
2. Coverage for Lease Purchase Agreement is available for the Lessee only. This coverage begins upon payment of the contract fee and the acceptance of the Agreement by the Company.
3. This Agreement may be renewed at the option of the Company and where permitted by State Law. Prior to renewal, the Company will notify the homeowner of the proposed renewal terms and costs.
4. The Company reserves the right to seek a second opinion for any service call.
5. The Company reserves the right to purchase back the warranty program if the party is not satisfied with the Home Warranty Plan. APHW will return the pro-rated purchase price of this Agreement, less any fees and/or costs incurred for repairs, to the party that purchased this Agreement.
6. This Agreement may be terminated by either party upon written notice to the other for any of the following reasons:
  - a. Misrepresentation concerning any covered item or any other fact related to the Agreement;
  - b. Non-payment of initial or service fees;
  - c. If the listing agreement for the covered property terminates or expires without sale of the property, or upon mutual agreement of the parties.
7. America's Preferred Home Warranty, Inc. is bonded.
8. The afore-signed buyers & sellers, by signing this contract, give authorization to America's Preferred Home Warranty, Inc. to contact the above parties by phone.
9. If the home is a foreclosure or a repossessed home, there is no coverage for the seller. Coverage for the buyer begins 30 days after closing, provided all proper paper work is signed and submitted to America's Preferred Home Warranty, Inc.

## MULTIPLE UNITS

1. If this contract is for a duplex, triplex, or fourplex dwelling, all units within such dwelling must be covered by an APHW warranty agreement for coverage to apply to common systems & appliances (e.g. Tri-plex = 3 warranty agreements).
2. If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems & appliances are excluded. Listing coverage is not available to seller.
3. Except as otherwise provided in this section, common systems & appliances are not covered.

## MANUFACTURED HOMES

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

## DISCLOSURES FOR INDIVIDUAL STATES

**ILLINOIS RESIDENTS ONLY:** THIS IS NOT A CONTRACT FOR INSURANCE.  
**OHIO RESIDENTS ONLY:** This contract is non-cancellable by buyer or person entitled to benefits under this contract.