

EQUITY

HOME WARRANTY™

A. SERVICE OVERVIEW

1. This is a Contract for repair or replacement of specified appliances and home systems. This Contract covers only the Items specifically identified in this Contract as covered and excludes all others.
2. **Items are not covered unless they are Properly installed and in good and safe working order at the start of coverage. Items are covered as long as they pass a normal operating systems test and visual inspection.**
3. In accordance with the terms of the Contract, Equity Home Warranty Corporation, hereinafter referred to as EquityHW, We, Us, or Our, agrees to repair or replace systems and appliances mentioned as covered for the Home Seller and/or Buyer, hereinafter referred to as You or Contract Holder. We exclude all others.
4. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (*except well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning and pool/spa equipment; when applicable*). Additional living space in garages or separate from main home are not covered unless additional Option(s) are chosen. Systems or appliances located on the exterior or the outside of the home (*including porch and patio*) are not covered (*with exception of items marked with an "*"*). Any additional detached structures are not covered unless specified as an Option.
5. This Contract does not cover defects known prior to the Effective Date of coverage. Known defects are excluded from coverage until proof of repair(s) is received by EquityHW. EquityHW will provide coverage for unknown conditions if the condition would not have been detectable by the Buyer, Seller, Agent or Inspector through visual inspection and simple mechanical or normal operating systems test. EquityHW will not cover items that have failed due to lack of general maintenance.
6. Items that become inoperable due to normal usage during the period of this contract will be covered as long as it is reported to EquityHW and a proper claim is filed. EquityHW will not reimburse you for services that have been performed by contractors or service providers without our prior authorization and approval.
7. Coverage for Home Buyer/Seller Single Family Dwelling less than 5,000 sf. Coverage for homes over 5,000 sf. requires additional fees. 5,000 to 10,000 sf. add \$200.00 for homes under 10 years old and \$300.00 for homes over 10 years old. For any other dwelling types, please call for quote. Coverage is for owned or rented residential properties, not commercial properties or residences used as businesses (including daycares, nursing homes, etc).
8. Condominiums or Multi-family units covered by this contract are limited to the confines of the unit(s). Common equipment is not covered or eligible for coverage.
9. Pricing, Terms and Coverage listed are for properties involved in a Real Estate Transaction. For properties not involved in a Real Estate Transaction please call For a quote! Monthly payment options are available!

B. CONTRACT EFFECTIVE DATES

1. Buyer's Coverage will become effective at Closing or as determined by ordering party or Purchase contract and is in effect for one full year. If Buyer takes possession prior to Close of Sale, the Payment is due and Coverage will begin upon Receipt of Payment. (*Payment must be received or verified in writing within 14 days after Close of Sale*).
2. Seller's Coverage becomes effective the day the application is received by EquityHW and continues until the expiration of the Initial Listing Period (*up to 180 days*), Listing Termination, or Closing, (*whichever occurs first*). Seller's Coverage is not available on multi-unit Properties, Homes over 5,000 square feet or guest homes. In the event Closing does not occur in the 180-day period, EquityHW may at our sole discretion extend the Seller's Coverage period. Pre-paid service fees, pre-existing conditions and Buyers options are not available to Sellers. Sellers are responsible for code upgrades and fees as determined by our contractors if item(s) need to be repaired or replaced. Sellers Coverage is Orange Plan Only. **SELLER'S COVERAGE LIMITS:** 1) Coverage provided is subject to a combined \$500 maximum for diagnosis, repair or replacement during the Seller's Coverage Period. All Limitations of Liability apply.
3. New Construction and any optional Coverage begins on the first anniversary of the Close of Sale and continues for three years from that date, provided the Contract fee was received by EquityHW within 14 working days from Close of Sale. All systems and appliances to be covered must be in good working condition at the time coverage begins.
4. Lease Option: Full Payment is due upon occupancy.
5. Non Real Estate Transactions: New contracts that are not part of a real estate

transaction (within thirty (30) days of closing) include a thirty (30) day wait period before a claim can be opened. Coverage begins thirty (30) days after the Purchase Date (*whether monthly or annual payment method*). The initial annual term provides eleven (11) months of coverage from the Effective Date. All annual renewal terms thereafter will include twelve (12) months of coverage. Annual contracts may be paid monthly or in full. If a monthly payment is missed, it will be at EHW's discretion to reinstate your warranty and you will be subject to a 30-day hold. Monthly payments must be made by credit or debit card (*Visa, MasterCard, or American Express*) and are subject to a \$5 per transaction processing fee.

C. TO REQUEST SERVICE

- Service Call Fee\$60**
1. EquityHW is Available via Phone 24 hours a day, 365 days a year 1(866)735-1462.
 2. We require you to contact us so we may have the opportunity to select an ***independent professional contractor*** to perform the service. **We will not reimburse you for services performed by your own contractor without prior authorization and in writing by one of our claim specialists and proper documentation.**
 3. When you call EquityHW to Request Service, we will contact an ***independent professional contractor*** that specializes in that specific trade and they will contact you directly to schedule a convenient appointment during normal business hours. **You will be responsible to pay the Service fee to the contractor when they arrive to perform service unless previous arrangements have been made.** Your assigned ***independent professional contractor*** will typically call you within twenty-four hours during normal Business Hours (*MST*) to set your appointment that is convenient to both contract holder and contractor. No-show or improper notification to cancel service will result in a \$60.00 service fee.
 4. To ensure you receive unbiased and reputable service, EquityHW has built and approved an extensive network of Independent Professional Contractors who provide service to our Contract Holders.
 5. Our network is not all-inclusive for every trade or available in every City or Town. For that reason, we may authorize or require you to contact your own Independent Professional Contractor (*Outside our network*) directly to obtain service. If so, a Claim Specialist will provide you with pre-authorization. Pre-authorization is not approval. EquityHW will approve payment or reimbursement once contractor calls with diagnosis. Reimbursement is based on our negotiated rates with our Independent (*in network*) Contractors and Supply Warehouses.
 6. Under normal circumstances, EquityHW will initiate the performance of services within 48 hours after the request of the Contract Holder. In the event of an emergency, we will make reasonable efforts to expedite service within 24 hours. An emergency is defined as a failure resulting in 1) Plumbing failures causing secondary damage or flooding and water main cannot be shut off; 2) complete failure or loss of heat or A/C in extreme temperatures; 3) A condition that immediately endangers health and safety; 4) A system failure that is causing ongoing damage to the home. If you should request us to perform a non-emergency Service Request outside of normal business hours, you will be responsible for payment of additional fees, including Emergency overtime and travel. This will be assessed by the Independent Contractor upon arrival.
 7. a) Each Service Request placed will pertain to items of one trade only. b) Service items opened within the same Service Request for a different trade will be subject to an additional Service Call Fee (**\$60**). c) Additional fees may be required to open a Service Request for properties out of normal network boundaries or zip codes in rural areas. Please call EquityHW for Details if you feel this may pertain to your covered property.
 - d) Service Call Fee(s) are due whether service is covered or denied. Service work is guaranteed for 30 days after completion of repair.
 8. It is the Contract Holder's obligation to select the trade type when requesting service. In the event the Contract Holder selects the wrong trade type the Contract Holder is required to pay a second service call fee to re-dispatch the appropriate service request. We cannot respond to a new Request of Service until all previous Service Call Fees are paid. Failure to pay the Service Call Fee will result in suspension of Coverage until such time as the proper fee is paid. At that time, Coverage will be reinstated, but the contract period will not be extended. Service work is guaranteed for 30-days after completion of repair.
 9. It is the responsibility of the Contract Holder to have the Area of Service Work free and clear of non-related items for the Independent Contractor. In the event the area is not accessible, the contractor will return at a later date and the Contract Holder will be responsible for an additional Service Call Fee. Contract holder or a person age 18+ must be present at the time of service or be subject to rescheduling and an additional service call fee.
 10. Management Properties: Contract Holder or a person financially responsible for any out-of-pocket expenses must be present or be subject to rescheduling and an additional service call fee.

D. THIS CONTRACT DOES NOT COVER:

1. This Contract does not cover all costs related to Major full system replacements. Contract Holders will be responsible for Code upgrades and Modifications that are not covered by this contract and will be responsible to pay them before full system replacements can be made unless plan upgrades apply: In typical Full System

- replacements of Water Heaters, Furnaces, and Air conditioning units there will be a cost to the contract holder that is usually just a fraction of what it would cost without a service contract; for example; Ductwork Modifications, Flues and Plenum, Water and Gas Lines, Earthquake Straps are all examples of modifications.
- Lots of other service companies hide this in the contract and we like to be upfront about what costs and expenses you may have to pay.... It's the Equity Way!
2. Repairs or replacement required as a result of Fire, Freeze, Flood or other Acts of God, Accidents, Vandalism, Improper Installation, Cosmetic Defects, Design Flaws, Manufacturers' Defects, Structural Defects, Power Failure, Shortage, Surge or Overload, Inadequate Capacity, Code Violations, or Items Not Listed As Covered In This Contract.
3. Failure from lack of maintenance or routine cleaning, Improper installations from Previous or Attempted Repair, Routine Maintenance as specified by manufacturer, Odors, Smells, Noises, Damage due to Pests or Pets, Neglect, Misuse, Abuse, Missing Parts, or Adjustments.
4. EquityHW is not responsible for Consequential or Secondary Damage (*including Consequential Damages due to a Service Contractor's conventional repair efforts of the primary item*) nor for failure to provide timely service due to conditions beyond our control; including but not limited to, part or equipment delays or labor difficulties, Improper winterization, Lack of testing or inspection, Power failures and utility shut offs.
5. EquityHW does not cover systems or appliances classified by the manufacturer as Commercial, Commercial Equipment modified for domestic use, or single family dwellings used for commercial purposes. For example (*Daycares or Specialized care centers*).
6. You are responsible for providing proper Maintenance and cleaning on covered items as specified by the manufacturer to ensure continued coverage on such items. For example: Changing furnace filters and cleaning Air Conditioning condenser coils, Cleaning Refrigerator Coils and Condenser.
7. EquityHW is not, under any circumstances, responsible for the diagnosis, repair, removal or remediation of Mold, Mildew, Rot or Fungus, Meth, Radon or any damages resulting from or related to Mold, Mildew, Rot, Fungus, Meth or Radon even when caused by or related to the malfunction, repair or replacement of a covered system or appliance.
8. ACCESS: EquityHW is not responsible for providing or closing access to covered items, except as noted under Limits for Plumbing. We are not responsible for additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair, nor do we cover the cost of restoration of wall coverings, floor coverings, counter tops etc.
9. EquityHW does not cover Cost for cranes or other lifting equipment.
10. CODE UPGRADES/TOXIC MATERIALS/ PERMITS/ DISPOSAL: If upgrades are required, EquityHW cannot perform service until you complete corrective work. If additional costs are incurred in order to comply with regulations, we will not be responsible for the added expense, nor will we pay any cost relating to permits. EquityHW will not perform services involving hazardous or toxic materials including, but not limited to, Asbestos, Mold, Lead Paint, or Sanitation of Sewage Spills, nor will we pay costs related to recapture and/or disposal of Refrigerator/Freezer Refrigerants, Contaminants, Hazardous or Toxic Materials, Systems or Appliances.
11. REPAIR/REPLACEMENT/UPGRADING: EquityHW is not responsible for delay in obtaining parts or replacement equipment. We reserve the right to repair and/or replace systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. If a part is obsolete or no longer available, EquityHW will cash out the cost of the original part and include one hour of labor at our negotiated rate. We reserve the right to obtain a second opinion at our expense. We will not upgrade any covered item. We are responsible for providing equipment comparable in features, capacity and efficiency, but not for matching in dimensions, color, or brand. We are not responsible for the cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment. We reserve the right at any time for any service to provide cash in lieu of repair or replacement in the amount of our actual cost. When providing cash in lieu of replacement, payment will be provided based on our negotiated rates with our Independent Contractors and Supply Warehouses, which may be less than retail. We are not responsible for work performed once you accept cash in lieu of service and that item will no longer be covered under this contract unless approved by us. If we provide reimbursement or cash in lieu of service the approximate time to issuance of a check is 10-14 business days.
12. EquityHW is not responsible for upgrades, 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.
13. Appliances or units with missing make, model, and/or serial numbers will not be covered under this contract.
14. Any covered item with a manufacturer's warranty already in place supersedes this contract.

COVERAGE TIME:

BUYERS: Buyers coverage begins on contract effective date and continues for 12 Months. Offer for future coverage is at company's sole discretion. You'll be notified of rates and terms for continuation and terms of coverage pricing and payment options. **SELLERS:** Sellers coverage starts upon receipt of contract number and continues until expiration of the initial listing. Not to exceed 180 days or until close of sale or listing cancellation (*whichever is first*). Sellers coverage may be extended at the discretion of EquityHW. Home must be listed with a real estate professional.

NEW CONSTRUCTION: New construction coverage begins 12 months after the close of SALE and continues for 36 months.

RENEWALS: This contract may be renewed at our sole discretion. If approved for renewal you will be notified of the new rate and terms and conditions of the renewal. To insure that your contract does not lapse in coverage we will notify you at the time of your contract expiration. Payment must be received prior to the expiration of the current active contract. Sellers coverage will expire automatically after 180 days or until close of sale or cancellation of listing (*whichever is first*).

TRANSFERS: This contract can be transferred at no cost to future owners of this property. Please NOTIFY EquityHW to keep records of contract holder up to date.

CANCELLATION TERMS:

EquityHW may not cancel this contract during the initial term for which it was issued except for any of the following reasons: a) nonpayment of Contract and Service fees when due, b) Contract Holders attempt of fraud or misrepresentation of facts material to the issuance of this contract, Or in presenting a claim for service thereunder. c) This contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. d) The request for cancellation must be in writing unless allowed by law. e) If company cancels this contract, Company shall use the last known address on record to send by first-class mail a written notice to the contract holder at least 30 days prior to the cancellation that states the effective date and reason for cancellation. f) if contract is canceled, homeowner or contract holder shall be entitled to a prorated refund of the paid contract fee for the expired term, Less the \$40 administrative fee and actual service costs incurred by EquityHW. g) if listing coverage is canceled after service has been performed and the contract fee has not yet been paid, contract holder will be responsible for purchase of contract, Or reimbursement to EquityHW of the service costs incurred, Which ever is less. h) Cancellation may be made by the contract holder at any time if canceled within 30 days of acceptance of contract from EquityHW and no service requests have been made. The contract holder is entitled to a full refund of the contract proceeds less a \$40 administrative fee.

E. EQUITY HOME WARRANTY COVERAGE PLANS

EQUITY ORANGE PLAN COVERAGE \$300

HEATING SYSTEM

COVERED: Primary Gas, Oil or Electric Heater, Radiant Heater, Heat Pump, Thermostat (basic thermostat including install up to \$100.00), (*including Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which heat the home*). NOTE: Coverage available on Heating Systems that are the main source of heat to the home, with capacity not exceeding five (5) tons per unit (*unlimited units covered*).

EXCLUSIONS: Heat Lamps, Filters, Electronic Air Cleaners, Humidifiers, Furnace Vents & Flues, Ductwork, Flue Liners, Asbestos, Ductwork, Wood or Pellet Stoves (even if only source of heating), Fireplaces (of any kind) and Key Valves, Inserts, Insulation, Dampers, Collapsed or Crushed Ductwork, Improperly Sized Systems or Systems with Mismatched Capacity per Manufacturer's Specifications, Zone Control Systems, Mini-Split Ductless Units, Zone Valves, Solar Space Heating & Cooling Systems, Outside or Underground Piping and Components for Geothermal and/or Water Source Heat Pumps, Indirect Water Heaters, Well Pumps and Well Pump Components for Geothermal and/or Water Source Heat Pumps, Freestanding Units, Maintenance or Cleaning, Noises. Wifi thermostats excluded.

LIMITS: 1) \$1,500 maximum for diagnosis, repair or replacement of Geothermal, Hot Water, Boiler, Radiant Heat (including cable heat), Steam Circulating Heating System, and Water Source Heat Pumps.

**Refer to D11*

AIR CONDITIONER/COOLER*

COVERED: Electric Central Air Conditioning including Condensers, Compressors, Air Handler. NOTE: Coverage available on Cooling Systems with capacity not exceeding five (5) tons per unit (*unlimited units covered*).

If EquityHW determines that Air Conditioning parts/components must be replaced, we will replace them with parts/components that meets the current Federal, State and/or Local Government efficiency standards. Contract holder to be responsible for

modifications including Air Handling Transition, Evaporator Coil, Refrigerant Lines, Secondary Drain Pan and Line, Plenum, Duct Transition and Indoor Electrical. EXCLUSIONS: Gas Units, Filters, Dampers, Maintenance, Clearing of Condensate Line Stoppages, Ductwork, Cleaning, Noise, Condenser Housing, Pads, Water Towers, Water Trays or Drip Pans of any kind, Roof Jacks & Stands, Improperly Sized Systems or Systems with Mismatched Capacity per Manufacturer's Specifications, Inaccessible or Non-Visible Coil Lines, all parts and components for Zone Control Systems, Mini-Splits, Ductless, Window Units, Swamp Coolers, Chillers, Pre-Coolers, Freon Recapture/Recovery or Recharge. Leak detection, Wifi thermostats excluded.

**Refer to D11*

PRE-SEASON HEATING AND A/C SYSTEM TUNE-UPS (Buyers coverage only)

HEATING: For the cost of your contracts Service Call Fee, EquityHW will send one of our Licensed HVAC contractors to perform One (1) Heating System Pre-Season Tune-up as follows: EquityHW will check heat operations, check & tighten electrical connections, inspect pilot system, test safety switches, test limit switches, and check burners. This tune up does not cover cleaning and general maintenance.

**Refer to D11*

AIR CONDITIONING: For the cost of your contracts Service Call Fee, EquityHW will send one of our Licensed HVAC contractors to perform the following for One (1) A/C Unit: test temperature split, system pressures, perform amp draw on condenser motor, evaporator motor and compressor, check condensate lines, check & tighten electrical connections, test capacitors, test safety switches.

EXCLUSIONS (*applies to heating and A/C tune-ups*): Filters, Recharging of Freon or Refrigerant, Clearing of condensate line stoppages, Evaporator/Indoor coil cleaning including acid cleaning, Cleaning or unclogging services required to correct problems related to the lack of manufacturer recommended maintenance (*filters must be replaced monthly*). NOTE: The Contract Holder is responsible for scheduling the tune-up by calling (801)675-4385. In the event a Contract Holder places an additional Service Request while the Contractor is performing a Pre-Season Tune-up at their home, the Contract Holder is required to pay an additional Service Call Fee.

LIMITS: Tune-ups are covered for one (1) unit. You will be responsible to pay the service contractor \$30 for each additional unit. Not available for Seller's Coverage.

**Refer to D11*

PLUMBING SYSTEM

COVERED: Drain Line Stoppages (soft clogs only within the foundation of the home snaked up to 25 feet), Toilets, Plumbing Pipe Leaks, Whirlpool Motor & Pump, Recirculating Pump, Water Heater (*up to 50 gal.*).

EXCLUSIONS: Adjustments, Plumbing Fixtures including Faucets, Bathtub, Shower Base Pans & Enclosures, Toilet Lids & Seats, Sprinkler or Solar Systems, Stop & Waste Valves, Water Heater Vents & Flues, Vent Pipes, Septic Tank, Stoppages that cannot be cleared with Cable, Hydro Jetting, Stoppages due to Roots, Water Heater Heat Pump Attachment, Sewage Ejector Pump, internal and external Hose Bibs, Expansion Tanks, Energy Conservation Units, Noise, Electrolysis, Water Softener, Whirlpool Jets, Water Filters, Water Purification Systems, Bidets, Jet Pumps, Conditions caused by Chemical, Calcium, or Sediment Build-up, Caulking, Grouting, Inadequate or Excessive Water Pressure, Flow Restrictions in Fresh Water Lines caused by Rust, Corrosion, or Chemical Deposits, Basket Strainers, Pop-up Assemblies, Stoppers, Tub Waste, Diesel or Oil Fired Water Heaters, Heat Pump/Water Heater Combination Units, Indirect Water Heaters, Tankless Water Heaters, Power Vent Water Heater, Modular Home Lowboy/Short Electric and Gas Water Heaters, Leaks/Damage caused by Roots, Water Heater Drip Pans, Ice Maker Water Lines, Main Water Shut-off Valve, Manabloc Plumbing Systems, Main Lines, Toilet Flange, Shower Valve, Diverter Valve, Instant Hot Water Dispenser, Sump Pump (*ground water only*).

LIMITS: (1) \$500 maximum for diagnosis, repair or replacement for leaks in concrete encased water, drain, gas, or polybutylene piping. (2) Toilet Tanks NOTE: Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement. (\$500 max payout for specialty water heaters). (3) Plumbing diagnosis max of 2 hours per item. **Refer to D11*

APPLIANCES

COVERED: Dishwasher, Garbage Disposal, Trash Compactor, Oven, Built-in Microwave, Range/Cooktop, Kitchen Exhaust Fan EXCLUSIONS: Pans, Trays, Lights or Light Sockets, Baskets, Buckets, Rollers, Racks, Handles, Door Hinges and Seals, Runner Guards, Shelves, Interior Linings, Timers & Clocks (*that do not affect the heating or cleaning operation of the unit*), Knobs, Rotisseries, Meat Probes, Portable or Countertop Microwaves, Trim Kits, Halogen Units, Refrigerator/Oven Combination Units, and Oven Glass Tops, Trash Compactor: Removable Buckets, Lock and Key Assemblies.

LIMITS: \$1,500 combined maximum to diagnose, repair, or replace on all appliances per contract. **Refer to D11*

ELECTRICAL SYSTEM

COVERED: Wiring, Panels and Sub-panels*, Plugs, Switches and Fuses, Junction Boxes, Circuit Breakers, Conduit, Exhaust Fan, Central Vac.

EXCLUSIONS: Light Fixtures and Wireless/Remote Switches, Bulbs, Ballasts, Vents, Telephone Wiring, Heat Lamps, Intercoms, Alarms, Low-Voltage Relay Systems, Electronic or Computerized Energy Management or Lighting and Appliance Management Systems, Door Bell and related Wiring, Chimes, Saunas or Steam Rooms, Smoke Detectors, Ceiling Fans. Electrical main control panel on exterior of home excluded.

LIMITS: Electrical diagnosis max of 2 hours per contract (max payout for all electrical repairs \$1,000.00 per contract).

**Refer to D11*

GARAGE DOOR OPENER

COVERED: Motor, Capacitor, Eye Sensors, Switches, Receiver Unit, Carriage, Push Arm EXCLUSIONS: Garage doors, Hinges, Springs, Rails, Remote Transmitters, Keypads, Chains, Cables, Adjustments, and Units not meeting current safety standards. Central Vac Exclusions: Hoses and accessories which are removable.

**Refer to D11*

The selection of any of the options below provides coverage on the items, which are normally excluded from Basic Coverage. (Orange)

EQUITY ULTRA COVERAGE \$400

COVERED: Includes all items listed under Orange Coverage, in addition to: Plumbing: Faucets (*replaced with standard chrome when necessary*), Shower Heads and Shower Arms, Toilet Replacement with like-quality up to \$300, Angle Stop and Gate/Ball Valves, interior Hose Bibs, Pressure Regulators*. Water Heater: Failures due to Water Heater Sediment. Heating System: Heat Lamps. Air Conditioner: Max payout for refrigerant is \$150.00 per contract. Electrical: Attic Fans. Garage Door Opener: Hinges, Springs and Remote Transmitter/Key Pad. Trash Compactor: Lock and Key Assemblies

**Refer to D11*

EQUITY RED COVERAGE \$450

COVERED: Includes all items listed under ORANGE & ULTRA Coverage, in addition to: Single Compressor Refrigerator, Code Upgrades (\$250 per contract), Haul-Away of failed Systems or Appliances. We may provide, at our discretion, cash in lieu of repair. Code Upgrades: EquityHW will pay to correct code upgrades, if required, to effect repair or replacement. Improper Installation and Mismatched System: EquityHW will repair or replace a covered item that was improperly installed, modified, or repaired prior to the term of this contract if the improper or mismatch system was unknown and could not have been detected by a normal systems test or visual inspection and was missed or unknown by all parties involved prior to the effective date of this contract. This does not include items pertaining to undersized heating and cooling systems relative to square footage of area being cooled or heated or damaged systems. -HaulAway: EquityHW will pay the cost to remove a covered system, appliance, or component when EquityHW is replacing a covered system, appliance or component. Ice Maker Coverage is provided if part is available. In cases where parts are not available, our obligation is limited to cash in lieu based on replacement cost of the ice maker.

EXCLUSIONS: Ice Maker Auger, Supply Lines (in and out of the refrigerator), Built-in, Dual Compressor Refrigerators.

LIMITS: EquityHW will pay up to \$250 in the aggregate per contract for items related to Red Coverage with exception to Kitchen Refrigerator, and Oven/Range (*\$1,500 combined maximum to diagnose, repair or replace as per contract.*)

**Refer to D11*

EQUITY BLUE COVERAGE \$500

COVERED: Includes all items listed under ORANGE, ULTRA and RED Coverage, in addition to: Washer and Dryer Coverage AND Water Softener

**Refer to D11*

EQUITY GREEN 2 YEAR CONTRACT

Take any of our plans and upgrade to two (2) years, Simply double the amount. Go Green...it's the equity way!

**Refer to D11*

RE-KEY SERVICE (Buyers Coverage Only - \$60 Service Fee) \$60

COVERED: For the applicable Service Call Fee, EquityHW will re-key up to 6 keyholes (*including deadbolts*) and provide 4 copies of the key. (*\$120 Value*)

NOTE: EquityHW is not responsible for picking locks. Not available for Seller's Coverage.

PRE-PAID SERVICE CALL FEES AND BUYERS CREDITS

Pre-paid service call fees and buyers credits are available for buyers coverage only.
Pre-paid service fees can be paid for at the beginning of the contract start date.
Pre-paid service call fees can be used for any service offered thru EquityHW. Rekeying, pre-season tune ups and costs related to upgrades or modifications when required when a system or appliance needs to be repaired or replaced.

KITCHEN REFRIGERATOR (Single Compressor) \$100

COVERED: Mechanical components and parts, which affect the operation.
EXCLUSIONS: For Kitchen Refrigerator, Built-in Refrigerator, and Wet Bar Refrigerator. Refrigerant Recapture/Recovery/Recharge, Touch Pad Assembly, Plastic Mini Tubes, Ice Makers, Ice Crushers, Auger, Beverage Dispensers and their respective equipment, Interior Thermal Shells, Racks, Shelves, Removable Buckets and Trays, Door Seals, Food Spoilage, Trim Kits, Ice Maker Water Line, Freon or Coolant.
LIMITS: \$1,500 combined maximum to diagnose, repair or replace Kitchen Refrigerator or Built-in Refrigerator. \$500 maximum to diagnose, repair and/or replace Wet Bar Refrigerator.

**Refer to D11*

BUILT-IN KITCHEN REFRIGERATOR (Dual Compressor) \$150

COVERED: Mechanical components and parts, which affect the operation.
EXCLUSIONS: For Kitchen Refrigerator, Built-in Refrigerator, and Wet Bar Refrigerator. Refrigerant Recapture/Recovery/Recharge, Touch Pad Assembly, Plastic Mini Tubes, Ice Makers, Ice Crushers, Beverage Dispensers and their respective equipment, Interior Thermal Shells, Racks, Shelves, Removable Buckets and Trays, Door Seals, Food Spoilage, Trim Kits, Ice Maker Water Line, Freon or Coolant.
LIMITS: \$1,500 combined maximum to diagnose, repair or replace Kitchen Refrigerator or Built-in Refrigerator. \$500 maximum to diagnose, repair and/or replace Wet Bar Refrigerator.

**Refer to D11*

WASHER - DRYER \$100

COVERED: Mechanical components and parts, which affect the operation.
EXCLUSIONS: Touch Pad Assembly, Plastic Mini Tubes, Soap Dispenser, Knobs, Filter, Lint Screens, Venting, Dials, Interior Thermal Shells, Trim Kits, "All-in-One", Stacked Wash/Dry Units.
LIMITS: \$1,500 combined maximum to diagnose, repair or replace.

**Refer to D11*

WELL PUMP (Domestic Use Only)* \$85

COVERED: Well Pump/ Booster Pump utilized for the main dwelling only, depending on the Option requested and payment paid.
EXCLUSIONS: Piping and Electrical Lines, Well Casing, Holding, Storage or Pressure Tank, Re-drilling of the Well, Control Boxes, Pressure Switches, Capacitors or Relays, Well Pump and Well Pump Components for Geothermal and/or Water Source Heat Pumps, Outside or Underground Piping and Components for Geothermal and/or Water Source Heat Pumps, Access to Repair well pump system.
LIMIT: (One pump per contract, \$500.00 max payout).

**Refer to D11*

BOOSTER PUMP* (Includes Well Pump Coverage Above) \$150

COVERED: Well Pump/ Booster Pump utilized for the main dwelling only, depending on the Option requested and payment paid.
EXCLUSIONS: Piping and Electrical Lines, Well Casing, Holding, Storage or Pressure Tank, Re-drilling of the Well, Control Boxes, Pressure Switches, Capacitors or Relays, Well Pump and Well Pump Components for Geothermal and/or Water Source Heat Pumps, Outside or Underground Piping and Components for Geothermal and/or Water Source Heat Pumps, Access to Repair well pump system.

**Refer to D11*

WET BAR REFRIGERATOR \$50

COVERED: (see Kitchen Refrigerator coverage, exclusions, and limits)

**Refer to D11*

FREESTANDING ICE MAKER \$75

COVERED: Compressor, Condenser Coil, Thermostat, Motor and Fill Valve, Evaporator.
EXCLUSIONS: Ice and Water Dispenser and respective equipment, Ice Crusher, Insulation and Interior Thermal Shells, Door Seals.

**Refer to D11*

SEPTIC TANK PUMPING* (Per Tank) \$85

COVERED: If stoppage is due to septic tank backup, we will pump the septic tank one time after coverage has been in place for six months (\$500.00 max payout).
EXCLUSIONS: The cost of locating or gaining Access to tank, Chemical Treatments.

**Refer to D11*

GRINDER PUMP \$150

COVERED: Sewage Grinder Pump utilized for the main dwelling only, up to 2HP.
EXCLUSIONS: Grinder Pump Station Housing, Electrical Panel Box, Piping and Electrical Lines.

**Refer to D11*

WATER SOFTENER \$75

COVERED: Mechanical components and parts, which affect the operation.
EXCLUSIONS: Softening Agents, Resin Bed, Conditions caused by chemical, calcium, or sediment build-up/deposits, Filter and Related Components, Water Filtration and Purification Systems.
LIMITS: \$500 maximum to diagnose, repair or replace.

**Refer to D11*

GUEST HOUSE STANDARD COVERAGE \$250

COVERED: Extended coverage for additional living space up to 1,500 sf, which includes all items listed in Orange Coverage. NOTE: Optional Coverage added to the main living space does not apply to Guest House Standard Coverage.

**Refer to D11*

SWIMMING POOL - SPA - HOT TUB - PORTABLE SPA EQUIPMENT* \$300

COVERED: Above ground and accessible working parts and components of heating and filtration system, as follows: Heater, Pump, Motor, Filter, Filter Timer, Gaskets, Blower, Timer, Back Flush Valve, Pool Sweep Motor and Pump, Above ground Plumbing Pipes and Wiring. ADDITIONAL COVERED Salt Water Control Unit - Salt Cell - Flow Sensor for the Salt Water Chlorinator. FOR SALT WATER POOLS: Salt Water Control Unit - Salt Cell - Flow Sensor for the Salt Water Chlorinator.
EXCLUSIONS: Pool Sweep, Jets, Ornamental Fountains, Lights, Skimmers, Pool Liner, Pool Cover and Related Equipment, Fill Line, Fill Valve, Control Panel, Control Switches, Computerized Control Boards and Related Equipment, Cleaning or Maintenance of equipment such as, but not limited to, Chlorinators, Ionizers, and the like, Fuel Storage Tanks, Built-in or Detachable Cleaning Equipment including Pop-up Heads, Turbo Valves, Creepy Crawlers and the like, Disposable Filtration Mediums, Heat Pump, Solar Plumbing or Heating Equipment, Valve Actuator Motor salt cell and salt water chlorinator.

LIMITS: Repairs will be limited to \$1000 per contract for diagnosis, labor, parts and/or materials. SALT WATER POOL LIMITS: The access, diagnosis, repair or replacement of the control unit, salt cell, and flow sensor for the salt water chlorinator is limited to \$2,000 aggregate per Contract term.

**Refer to D11*

SALT WATER SWIMMING POOL EQUIPMENT* \$500

COVERED: (see Swimming Pool coverage, exclusions, and limits)

**Refer to D11*

ADDITIONAL POOL OR SPA EQUIPMENT* \$150

NOTE: Both pool and spa equipment (including portable spa, exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid.

**Refer to D11*

MULTIPLE UNIT COVERAGE*

ORANGE COVERAGE WITH A/C OPTION - DUPLEX \$500

Buyers Coverage only.

ORANGE COVERAGE WITH A/C OPTION - TRIPLEX \$700

Buyers Coverage only.

ORANGE COVERAGE WITH A/C OPTION - FOUR PLEX \$900

Buyers Coverage only.

NEW CONSTRUCTION ORANGE COVERAGE - 2-4 YEARS \$500

Orange Coverage only.

WARRANTY COVERAGE DOLLAR LIMITATIONS FOR DIAGNOSIS, ACCESS, REPAIR AND/OR REPLACEMENT:

Concrete Encased Items (plumbing) \$500, Code Upgrades Under Red and Blue Upgrades \$250, Heated Water or Glycol Heating and Boilers \$1,500 combined, Kitchen appliances \$1,500 combined, Salt Water Pool/Spa Equipment \$2000, Swimming Pool/Spa \$1000, Seller's \$500, Septic Tank System \$500, Toiler Replacement Under Red and Blue Upgrades (per occurrence) \$300, Water Softener \$500. All coverage limits are per Contract unless otherwise specified.

Utah Residents Only:

The service Contract or warranty 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.

If Company cancels this Contract, Company shall use the last known address on record to send by first-class mail a written notice to the Contract holder at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, the Contract holder shall be entitled to a pro rata refund.

Your Duties

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly and (iii) Installing and maintaining appliances/systems following manufacturer's specifications.

Arbitration

All disputes and claims arising out of or relating to Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children.

The arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief effecting anyone other than the individual claimant.

The arbitration is governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules. A copy of these rules is available from the AAA's web site at www.adr.org or on request from the company. The arbitration award may include attorney's fees if allowed by federal, state, or other applicable laws and may be entered as a judgment in any court of proper jurisdiction.

The arbitration will take place in the same county in which the property covered by the Home Warranty Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration agreement will survive the termination of this Warranty Contract. Notwithstanding this arbitration agreement, any party may, if it prefers, bring an individual action in small claims court.

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OR
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