



HERITAGE
HOME WARRANTY COMPANY



The Broadest Home Warranty for *Buyers* and *Sellers*

Platinum Plan Coverage includes:

- Air Conditioning/Heating Systems
- Garage Door Openers
- Regulatory Risk - 14 SEER Upgrade
- Repair or Replacement Contract
- Ultra-premium Appliances
- Unknown Pre-existing Conditions
- Water Heater

HeritageHomeWarranty.com

877-715-7554

13th Month
Home Warranty
Coverage

Why do I need a Home Warranty?

Unexpected repairs can be financially devastating to your budget and finding a qualified professional to solve your problem can be stressful and inconvenient. Heritage Home Warranty Company can provide you hassle-free service. You may save hundreds, if not thousands, of dollars in the process! A home warranty plan like this benefits everyone involved – buyers, sellers and Real Estate Professionals.

What types of Properties are Covered?

Property types include single-family homes, condominiums, new construction, townhomes, mobile homes and multi-unit properties.

What are some common service problems? Heating, air conditioning, plumbing, electrical and major appliances – some of the most expensive items for homeowners to repair or replace in their home!

How do I know my vendor is qualified? Our nationwide network of independent, screened service vendors are graded on their performance through our Customer Satisfaction Department.



What you could save

Breakdowns at the wrong moment can frighten off prospects, delay a closing and even kill a deal.

Here is a list of average costs for repair/replacement of common systems and appliances.



AC or Heating System
Repair \$400
Replacement \$5,000



Water Heater
Repair \$600
Replacement \$1,000



Oven Range
Repair \$300
Replacement \$1,500



Refrigerator
Repair \$400
Replacement \$2,500



Washer/Dryer
Repair \$400
Replacement \$800

How it works:

1. When a covered breakdown occurs, you can make a claim either by calling our 24/7 number 877-715-7554 or online at www.HeritageHomeWarranty.com.
2. Once your claim has been received and processed, our Claims Department will assign a local licensed vendor to handle your claim.
3. The vendor will schedule a time with you to diagnose and repair the problem. When the contractor arrives, you'll pay a small Service Fee.
4. Once repair or replacement is completed, HHWC will follow-up with you to ensure your satisfaction with the service received.



Submit this form via:
 Email: sales@heritagehomewarranty.com Fax: 866-931-5447
 Mail: 40 E. Main St. Ste. #793, Newark, DE 19711-4639

HeritageHomeWarranty.com
 877-715-7554

Covered Items	Platinum	Gold	Bronze
Air Conditioning 2 systems	*		
Bathroom Exhaust Fan			
Built-in Microwave	*		
Built-in Trash Compactor			
Ceiling/Attic Exhaust Fans			
Central Vacuum			
Code Violations			
Dishwasher	*		
Ductwork	*		
Electrical System	*		
Garage Door Opener	*		
Garbage Disposal			
Heating Systems 2 systems	*		
Improper Installations			
Kitchen Refrigerator	*		
Mismatch Systems			
Oven/Range/Cooktop	*		
Permits			
Plumbing Stoppages			
Plumbing System	*		
Range Exhaust Fan			
Re-Key Services			
Refrigerator Icemaker			
Regulatory Risk 14 SEER Upgrade			
Removal of Existing Units			
Roof Leak Repair			
Sump Pump			
Toilets	*		
Ultra-Premium Appliances	*		
Unknown Pre-existing Conditions			
Washer/Dryer			
Water Heater	*		
Whirlpool Bathtub			

	Platinum	Gold	Bronze
Colored Boxes = Included in Plan * = Enhanced Coverage. See Sample Brochure for details.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> New Construction Plan \$599 (Gold Coverage)	\$469 (\$75 service fee)	\$399 (\$75 service fee)	\$369 (\$75 service fee)
<input type="checkbox"/> Property is over 5,000 square feet	~Condo~ \$420 (\$75 service fee)	~Condo~ \$375 (\$75 service fee)	~Condo~ \$349 (\$75 service fee)
<input type="checkbox"/> Property is a Manufactured Home or Mobile Home (Note: Warranty acceptance subject to underwriting)	~Multi-Unit~ \$270	~Multi-Unit~ \$220	~Multi-Unit~ \$170 Seller Coverage

Buyer Options	Platinum	Gold	Bronze	Basic
Unlimited Freon	\$70			
Diamond Option <small>See Sample Brochure Buyer Options for Details.</small>	\$99			
Central Vacuum	\$85			
Garage Door Opener	\$40			
Regulatory Risk 14 SEER Upgrade	\$55			
Roof Leak Repair	\$75			
Septic	\$80			
Stoppages	\$50			
Swimming Pool/Spa	\$180			
Washer/Dryer	\$75			
Well Pump	\$100			
AC Unit Each Additional	\$70			
Water Heater Unit Each Additional	\$85			

Plan Coverage Total: _____
 Buyer Options Total: _____
 Total Amount: _____

Warranty Paid By

Agent Buyer Seller

Check Enclosed (Payable to Heritage Home Warranty)

To Be Collected At Closing (See below)

Check Sent Under Separate Cover

Credit Card: VISA MasterCard AMERICAN EXPRESS DISCOVER

Cardholder Name _____

CC# _____

Exp. Date _____ Security Code _____

Billing Address _____

City _____ State _____ Zip _____

Signature _____

Closing Instructions

Purchaser authorizes escrow/closing agent to make check payable to:
Heritage Home Warranty: 40 E. Main St. Ste. #793, Newark, DE 19711-4639

ACCEPT COVERAGE: Applicant understands the Terms and Conditions and authorizes payment.

DECLINE COVERAGE: I agree to hold the real estate broker and agent harmless in the event of subsequent mechanical failure which would have otherwise been covered.

Signature _____ Date _____

Individual Being Covered Information

Buyer Seller & Buyer Existing

Homeowner Full Name _____

Property Address _____

City _____ State _____ Zip _____

Phone _____

Email _____

Year Built _____ Sq.Ft. _____ Const. Type _____

Closing Information

Closing Company _____

Closing Date _____ Phone _____

Email _____

Lender / Mortgage Broker Information

Name _____

Email _____

Phone _____ Fax _____

Real Estate Agent Information

Represents Buyer Represents Seller

Full Name _____

Office _____

Email _____

Phone _____ Fax _____

HHWC Rev. 08/2020. This is a SAMPLE BROCHURE. See contract for details. New construction \$599 (3 year/Gold Plan). For homes over 5,000 square feet, call for quote. Subject to terms and conditions of the contract. For more information on the Platinum Plan Enhanced Coverage and/or Limits, and Terms, Conditions, Service and Limits of Liability consult brochure or call 877-715-7554. TEXAS RESIDENTS: You the buyer have other rights and remedies under the Texas Deceptive Trade Practices-Consumer Protection Act which are in addition to any remedy which may be available under this contract. For more information concerning your rights, contact the Consumer Protection Division of the Attorney General's Office, your local District or County Attorney, or the Attorney of your choice. NOTICE: This company may pay persons not employed by the company for selling, advertising, marketing, or processing, or performing an inspection in connection with, a homeowner warranty or similar residential service contract for repairing or replacing home system components or home appliances.

TYPES OF PLANS: (A) Seller Home Warranty Program is effective immediately upon issuance of a confirmation number by Heritage Home Warranty and continues for the remaining term of the listing agreement, not to exceed one hundred and eighty (180) days from the date of listing, unless sooner termination by sale of dwelling or cancellation of listing agreement or unless extended by Heritage Home Warranty at its sole discretion. The home must be seller occupied. Seller Home Warranty Plan coverage automatically converts to Buyer Home Warranty Plan coverage on the date of closing, provided proper payment has been received by Heritage Home Warranty within fourteen (14) days of closing. Seller Plan is only sold in conjunction with Buyer Plan. Home inspection discrepancies are not covered. For claims, seller must provide proof of routine maintenance. Seller will be billed for Seller Option. Seller Plan is not available for rent to own properties - may purchase a Direct Home Warranty. In Florida only, Florida Statute 634.312 requires that a Home Warranty not provide listing period coverage free of charge. The rate charged for the contract is not subject to regulation by the Florida Office of Insurance Regulation. **(B)** Buyer Home Warranty Program effective date is the date of closing (title transfer) provided Heritage Home Warranty has received proper payment and application. Expiration date is one (1) year from coverage effective date, unless renewed. Funds must be received within fourteen (14) days of closing or plan converts to the Direct Home Warranty Plan. **(C)** Direct Home Warranty Program effective date is thirty (30) days after Heritage Home Warranty has received proper payment or unless otherwise agreed to by Heritage Home Warranty. Expiration date is one (1) year from coverage effective date, unless renewed. An operational inventory may be required. Not available in all areas. **(D)** New Construction Warranty Program Gold coverage begins on the 366th day after closing. Expiration date is four (4) years from coverage effective date. **(E)** Lease-Option Homes Program is the same as the Direct Home Warranty Program. No Seller Coverage Applies.

HHWC Rev. 08/2020 - For a digital copy visit our website at heritagehomewarranty.com

Bronze, Gold & Platinum Plan Coverage

Air Conditioning

Coverage available on cooling systems, no more than two systems, with nominal cooling capacities not to exceed five (5) tons each. If more than two systems, the ones with the largest capacity are covered. See options to add additional units.

Covered:

- Blower Fan Motors
- Central Air Conditioning System (A system which utilizes ductwork for the distribution of air.)
- Circuit Breakers
- Compressors
- Condenser Coils
- Condenser Fan Motors
- Disconnect Boxes and Wiring
- Dryer
- Electronic Leak Detection
- Evaporator Coils
- Evaporative Cooler Units (pump, belts, pulley, float assembly)
- Freon Recapture (Buyer Coverage Only)
- Fuses
- Internal System Controls
- Mini-split Ductless Systems
- Standard Wall Thermostats
- Wall Air Conditioners (those designed for wall installation)

Platinum Plan Enhanced Coverage

Condensation Drain Pan and Pump - Disposable Filters - Mechanical Breakdowns Incidental to Lack of Routine Maintenance - Registers and Grills - Window Unit (1 unit)

Not Covered: Window units - Portable units, gas air conditioning units including ammonia systems - Panels and cabinetry - Humidifiers - Interconnecting refrigerant lines - Condensation drain pans and pump - Casings and lines - Filters and assembly (including electronic/electrostatic systems)- Refrigerant - Underground piping - Geothermal/water source piping or components - Glycol units - Multi zone thermostat - SpacePak® - EVI compressors - Zone control systems/dampers. Units that are improperly designed, installed or sized and conditions caused by lack of cleaning and/or routine maintenance.

Bathroom Exhaust Fan

Covered:

- Bearings
- Exhaust Fans
- Motors
- Switches

Not Covered: Exhaust/heat fan combination - All ductwork associated with exhaust vent, belts and chains. Fans replaced with builders standard when required.

Ceiling Fans

Covered:

- Bearings (Fans replaced with builders standard when necessary.)
- Controls
- Motors
- Switches

Not Covered: Belts - Chains - Remote controls - Light kit.

Central Heating

If primary source of heat to the home, no more than two systems. Coverage applies to primary, domestic system and/or components located within the foundation of the home or attached garage only.

Covered:

- Blower Fan Motors
- Burners
- Forced Air Heating Unit
- Heat Exchangers
- Heat Pump
- Hydronic Boiler Heating Units (steam/hot water)
- Internal System Controls
- Mini-split Ductless Systems
- Printed Circuit Boards
- Standard Wall Thermostats

Platinum Plan Enhanced Coverage

Disposable Filters - Heat Lamps - Registers and Grills

Not Covered: Fireplaces and key valves - Pellet stoves - Domestic coils and gas log systems (including gas feed lines)- Units that are improperly designed, installed, or sized - Humidifiers - Concrete encased hydronic heating coils and lines - Radiant heating coils - Individual space heater units, freestanding, or portable units - Cable heat - Solar heating systems - Filters - Flues - Chimneys and liners - Fuel storage tanks - Wood stoves - Units converted from one fuel source to another - Domestic coils - Conditions caused by lack of cleaning and/or routine maintenance.

Ductwork

Available only in conjunction with heating and A/C coverage.

Covered: Accessible ducts from heating/air conditioning units to the point of attachment at registers and/or grills.

Not Covered: Registers - Grills - Insulation - Asbestos insulated ductwork - Crushed or collapsed ductwork - Ductwork damaged by moisture or sun exposure - Water - Pests and/or animals - Concrete encased or inaccessible ductwork (inaccessible ductwork includes ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, etc., and ductwork embedded in floors, walls or ceiling) - Dampers or zone valves systems - Underground ductwork - Exterior ductwork.

Electrical

Covered:

- Attic Fan
- Circuit Breaker Panels
- Door Bells/Chimes
- Fuse Panels
- General Wiring (within the perimeter of the main foundation)
- Main Panel
- Receptacles
- Switches

Platinum Plan Enhanced Coverage

Smoke Detectors

Not Covered: Inadequate wiring, Circuit overload, Conditions caused by power failure and/or surge - All exterior wiring and components - Intercom and/or speaker systems - Telephone systems - Burglar, fire and smoke alarms - Low voltage lighting systems - Direct current (DC) wiring and systems - All lighting fixtures - Timers - Irrigation controls, Utility meter base pans - Load control devices - Transmitters - Batteries - Surge protectors - Frequency interference - Corrosion - Back up electrical systems.

Plumbing

Covered:

- Angle Stops
- Garbage Disposal
- Mechanisms within the Toilet Tanks
- Primary permanently installed Sump Pump (Buyer Coverage Only)
- Risers
- Shower Valves
- Toilets (Replaced with white builders standard where necessary unless Platinum Plan purchased.)
- Water
- Gas
- Drain and Waste Line Leaks
- Whirlpool® Bathtub (Built-in bathtub whirlpool motor/pump assembly)

Platinum Plan Enhanced Coverage

Faucets (replaced with chrome builders standard when necessary) - Hose Bibs Shower Heads/Arms and Toilets (toilet replacement with like quality up to \$500)

Not Covered: Pressure regulator devices - Water flow restriction due to rust - Scale - Polybutylene - T+P Valves - Flanges - Minerals and other deposits - All piping and plumbing on the exterior of the home - Thermostatic valves - Plumbing outside of the main foundation - Jams - Odors, color or purity of the water - Basket strainers - Water filters - Water purification systems - Fixtures - Shower enclosures - Shower base pans - Shower head/arm - Bathtubs - Sinks - Laundry tubs - Toilet lids - Seats - Cracked porcelain - Bidets - Drain mechanisms - Float switches - Secondary sump pumps - Conditions due to roots - Septic tanks and systems - Sewer ejector pumps - Faucets - Holding or pressure tanks - Stoppages - Caulking and/or grouting - Water damage - Sprinkler systems - Re-piping and routine maintenance - Systems that are improperly designed, installed, or sized - Whirlpool® bathtub (faucets, filters, valves, jets, access) - Fire suppression system - Tub diverters.

Kitchen Appliances

Covered:

(A) Built-In Dishwasher: all electronic components, wiring, motors, timers, touch pads, hinges, latch assemblies and power cords.
 (B) Built-In Microwave: over the range built-in units, all electronic components, wiring, motors, timers, touch pads, power cords, hinges and latch assemblies.
 (C) Built-In Trash Compactor: motors, switches and relays, wiring, ram assembly and tracks.
 (D) Cooktop Exhaust Fan: self-contained built-in oven range units located above the range, motors, switches and wiring.
 (E) Kitchen Refrigerator: hinges, compressor, condensers, evaporators, fan motors, timers, thermostats, defrost heaters, wiring, ice maker (Platinum Plan Only) and power cords.
 (F) Oven/Range/Cooktop (Gas or Electric): self-contained built-in units, thermostats, clock/timers (self-clean only), wiring, heating elements/burners (sensi-temp elements/burners will only be replaced with standard elements/burners), gas valves, igniters, controls, power cords, hinges, and latches. Electromagnetic induction cook tops replaced with builders standard, when necessary not to exceed \$1,000 in the aggregate.

Platinum Plan Enhanced Coverage

(A) Built-In Dishwasher: racks, baskets and rollers.
 (B) Built-In Microwave: interior lining, door glass, clocks, shelves
 (C) Oven/Range/Cooktop: clocks, rotisseries, racks.
 (D) Ultra-Premium Appliances Built-In Commercial like (covered up to \$2,500 aggregate per appliance).

Not Covered:

(A) Built-In Dishwasher: structural components, panels and cabinetry, internal shells, racks, baskets, handles and knobs, rollers, door seals, dispensers, water flow restrictions due to mineral deposits, such as, but not limited to, lime.
 (B) Built-In Microwave: interior liners, shelves and trays, rotisseries and probes, door seals, microwave leakage, meat probe assemblies, light fixtures and bulbs, portable units.
 (C) Built-In Trash Compactor: structural components, panels and cabinetry, lock and key assemblies, buckets, automatic deodorizers.
 (D) Cooktop Exhaust Fan: rooftop units, light fixtures and bulbs, filters, downdraft cook top units, structural components, panels and cabinetry, venting, any exhaust fan not solely for venting range/cook top fumes.
 (E) Kitchen Refrigerator: If the unit has two compressors, only the refrigerator compressor will be covered; structural components, racks, shelves, drawers, door seals, crushers, dispensers, t valves, beverage dispensers and their respective components; interior thermal liners, light bulbs and fixtures, fresh food ice maker, water lines.
 (F) Oven/Range/Cooktop: combination units, oven liners, drip pans, racks, shelves and drawers, door seals, rotisseries and probes, calibration, glass, handles and knobs, light fixtures and bulbs. Timer and clocks that do not affect the heating or cleaning of the unit. Professional series, commercial-grade units such as, but not limited to Monogram, Viking Range, Thermador, Jenn-Air®, Samsung®, Bosch, Sub Zero®, LG Electronics, Fisher & Paykel or Gaggenau brand appliances, etc.; unless Platinum Plan purchased. Units located outside kitchen.

Water Heater

Coverage applies to one (1) water heater unit. If more than one (1) unit, the one that supports the master bathroom is covered. See options to add.

Covered:

- Control Thermostat
- Freestanding Electric and Gas Water Heaters
- Gas Valve
- Heating Elements
- Piping
- Tank Leaks
- Thermocouple

Platinum Plan Enhanced Coverage

Conditions caused by sediment - Power Vent Water Heaters - Tankless Water Heaters

Not Covered: Solar water heaters - Insufficient or excessive water pressure - Instant in line units - Flues - Exhaust vents - Domestic coil systems - Drain pans - Routine maintenance (Water heaters require periodic flushing.) - Tandem water heaters (unless additional water heater coverage purchased).

Gold & Platinum Plan Coverage

Clothes Washer/Dryer

Covered:

Clothes Dryer:

- Motors
- Timers
- Switches and Relays
- Wiring
- Thermostats
- Heating Elements and Burners
- Gas Valves
- Power Cords
- Belts

 Clothes Washer:

- Transmission
- Motors
- Pumps
- Timers
- Wiring
- Relays and Switches
- Water Valves
- Belts
- Hoses
- Power Cords
- Stackable Units

Not Covered: Clothes Dryer: Secondary unit(s) - Structural components - Ducts - Panels and cabinetry - Drum - Door seals - Light fixtures and bulbs - Handles and knobs - Lint filters - Venting - Damage to clothing. Clothes Washer: Secondary unit(s) - Structural components - Steamers - Agitators - Panels and cabinetry - Inner and outer tub - Removable mini tubs - Filters and screens - Handles and knobs - Automatic dispensers - Damage to clothing - Combination units.

Garage Door Opener

Covered:

- Drive Trains
- (Limited to two (2) units, unless additional coverage is purchased.)
- Receiver Boards
- Relays
- Switches
- Motors

Platinum Plan Enhanced Coverage

Remote Transmitters

Not Covered: Garage doors - Door hardware - Frequency interference - Corrosion caused by moisture - Transmitters – Batteries – Lights - Obstruction Sensors - Maintenance.

Permits

This coverage is for permits required by local government on covered buyer claims.

Re-Key Services

Service is available one time and must be utilized within 90 days of closing. The contract holder will pay a onetime \$100 service call fee. A separate trade service call fee applies for each unit of any covered multi-unit property. Re-key is not included in the seller coverage option. For buyer use only.

Covered: Re-key of up to four (4) exterior standard locks with two identical keys on previously installed and properly functioning non-electronic door knobs and/or deadbolts for the hinged doors accessing the structural walls of your covered residential property.

Not Covered: Additional locks - Additional keys - Damaged locks - Missing keys - Locks missing the original key - Improperly installed locksets - Locksets on doors that do not serve the exterior of the residence.

Roof Leak Repair

This coverage is for patching water leaks in roof located over the occupied living area (excluding garage). Leaks must be resulting from normal wear and deterioration. Roof must be in good condition and watertight on the effective date of the plan. Covered to a maximum of \$500.00 per warranty period.

Not Covered: Pre-existing leaks – Gutters – Flashing - Drain lines - Roof mounted installations – Skylights - Penetrations - Ridge vents - Patio covers – Scuppers – Glass - Sheet metal – Rubber - Flat roofs – Add on roofs not part of a contiguous roof - Leaks occurring in decks or balcony when deck or balcony serves as a roof to structure below - Leaks which result from, or are caused by, any of the following: ice dams, missing and/or broken shingles, tiles, gutters, flashing - Damage due to persons walking or standing on the roof - Construction or repairs not performed in a workman like manner - Failure to perform normal roof maintenance to roof and/or gutters. Acts of God such as: fire, tornado, hurricane, earthquake, high winds or lightning. This warranty does not cover roof structure. In the event the roof has exceeded its life expectancy and must be replaced, this coverage will not apply.

Stoppages

This coverage is for one-time clearing of main line sewer stoppages by cable in drain and sewer lines with standard rotary machine and length from access point caused by normal matter. Stoppages are only covered when there is an accessible ground level clean out.

Not Covered: Stoppages that cannot be cleared by cable - Stoppages caused by collapsed, damaged or broken drain - Vent or sewer lines stoppages due to roots and/or foreign objects - Access to drain or sewer lines from vent - Removal and/or replacement of water closet - Cost to locate access or install a clean out - Single point - Septic tanks.

Additional Platinum Plan Coverage

Central Vacuum System

Covered:

- Motors
- Switches
- Relays
- Wiring

Not Covered: Secondary unit(s) - Structural components - Panels and cabinetry – Handles – Knobs – Hoses – Blockages - Power head assemblies - Attachments.

Code Violations

Company will pay up to \$250 aggregate to correct code violations in regard to covered heating, electrical or plumbing calls if required to effect replacement. The Code Violation must not be the reason for failure.

Improper Installations or Mismatched Systems

Covered in terms of capacity/efficiency in order to ensure system operational compatibility. Coverage does not apply if the cause of failure of the system or appliance is solely due to the improper installation/ repair/modification or mismatch condition, or if the system is undersized relative to the square footage of the area being heated/cooling. All other terms of the plan apply. Code violation limit applies, mechanical failure must occur.

Unknown Pre-Existing Conditions

Unknown means, not known to the seller, buyer, agent on either side, or home inspector, and the malfunction was undetectable and would not have been detectable by visual inspection and simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test consists of turning the unit on and off, verifying the unit operates without irregular sounds, smoke or other abnormal outcome. Limited to \$500 per warranty period.

Buyer Optional Coverage

Diamond Option

The selection of this optional coverage provides enhanced coverage for the following:

1. Plumbing: (Covered) Tub spouts (replaced with chrome builder's standard, as necessary), tub spout diverter and basket strainer.
2. Plumbing Stoppages: (Covered) when required to render a covered service, HHWC will provide up to \$250 per Plan to clear stoppages due to roots or toward removal of toilets or other access to clear a stoppage.

Not Covered: Collapsed or broken lines outside the main foundation - Excavation.

3. Internal Slab Leak: (Covered) Plumbing - Pipe leaks in water. Drain or gas lines located within the slab, encased in, or covered by concrete that are located within the interior of the main foundation of the home and garage, inside the load bearing walls of the structure. Covered up to the terms of the warranty.

Not Covered: Air conditioning drain lines and leaks below the slab.

4. Air Conditioning Modifications: (Covered) Provide up to \$1,000 per Plan to make necessary duct, plenum, electrical, line-sets, plumbing and carpentry modifications (including the correction of code violations) to effect a covered replacement.

Not Covered: Restoration of any wall, ceiling, floor coverings, cabinets, counter tops, tile, paint, or the like. We do not provide coverage to remove or install non-related systems, appliances, or equipment in order to render a covered replacement.

5. Increased Standard Plan Limits: (Covered) Roof leak repair limit is upgraded to \$1,000 per Plan. Increase limit to \$2,500 for the repair/replacement of oil, hot water, and steam heating. Increase limit to \$5,000 for the repair/replacement of air conditioning.

6. Homeowners Insurance Deductible Reimbursement: (Covered) Reimbursement up to a maximum of \$500 per plan towards your homeowner's insurance deductible on a covered claim from your hazard insurance carrier. Coverage applies only if you provide proof of a covered repair by your active homeowner's insurance carrier. Proof of a paid claim by your homeowner's insurance policy and your paid deductible, must be received within 120 days of the loss and prior to contract expiration date for coverage to apply.

Not Covered: Abandoned properties - Claims denied by your homeowner's insurance carrier - Loss due to war, fraud, theft - Loss involving liability or medical payments coverage - Personal injury or personal injury to others - Any loss outside the warranty period - Any loss other than the primary residence - Any loss or damage to motorized vehicles - Loss to mobile or manufactured homes - Loss of currency - Loss covered solely by your deductible - Loss of detached structures - Loss due to hurricane.

Regulatory Risk Option

The selection of this option provides coverage for failures of water heaters, air conditioners, furnaces, and/or any other equipment covered by this contract, that because of federal regulations require upgrades to meet the 2015 Department of Energy (DoE) 430.32 standards in order to replace.

Covered: Upgrading equipment to meet DoE standards, including 14 SEER equipment and hybrid water heaters. Coverage is increased by \$1,500 per system, above the base costs of installing comparable builders' standard equipment.

Not Covered: Modifying existing spaces for the larger physical dimensions of the new equipment.

Septic Coverage Option

(Required) Septic certification performed within ninety (90) days prior to closing. A copy of the certification must be provided before claims can be processed. This certification must be accomplished by a licensed Septic Company showing that the system was tested and inspected.

Covered: If the septic tank is backed up, the primary tank will be pumped one (1) time during coverage period. Main line stoppages will be cleared provided an existing clean out or access is available without search or excavation. Sewage Ejector Pump.

Not Covered: Broken or collapsed sewer lines - Costs incurred gaining access or locating the septic tank - Insufficient capacity - Tile fields - Leach-beds - Chemical treatment - Septic tank - Cost of sewer hook-ups - Disposal of waste - Roots or stoppages that prevent the usage of a sewer machine cable.

Swimming Pool or Spa Equipment Option

This coverage is for above ground plumbing lines leading to and from the unit. Heaters - Filters (housings, pressure gauges, back flush valves) - Filter Gasket - Mechanical parts and components of both pool and built-in spa, if they use common equipment. If they do not utilize common equipment then only the pool is covered, unless the additional fee was paid. Motor - Primary Circulator Pump - Pool Heater. Pool Heater limited to \$1,000 per warranty period. Pump Seal - Relays and Impellers - Salt Water Swimming Pool Control Board. Pools that should be winterized must have proof of service.

Not Covered: Above ground pools and spas - Chlorinators - Pop up heads and turbo valves - Portable units - Secondary/ auxiliary cleaning equipment and accessories to include built-in or detachable cleaning equipment and similar cleaning units - "Creepy crawlers" - Automatic feeders and chemicals - Strainers - Gaskets - Seals - Salt water pool cells - Heat pump - Filter elements or media (i.e., cartridges, grids and sand) - Electrical lines - Underground and concrete encased plumbing - Structure, liner or shell of the pool - Skimmers - Timer and lighting. Conditions caused by lack of cleaning, water, and/or routine maintenance.

Well Pump System Option

This coverage is for all components and parts of the submersible or above ground well pump utilized as the sole source of water supply for the main dwelling only, to include: impellers, motor, pump and seals. Coverage limited to \$1,000 per coverage period.

Not Covered: Excavation or other charges necessary to gain access to the pump, pressure, holding or storage tank(s) - Piping and electrical lines leading to and from the unit control - Joint wells - Well casings - Re-drilling of wells - Secondary/booster pumps - Failure attributed to well impurity - Contamination or lack of water.

SAMPLE CONTRACT

The Home Warranty Contract is issued and underwritten by Globe Home Protection Company. Certain items and events are not covered by the contract. Please refer to the Home Warranty Coverage Summary sheet and the Home Warranty Contract. Please read and understand the Terms and Conditions and Limits of Liability. Corporate Mailing Address:

Heritage Home Warranty Company
40 E. Main St. Ste. #793, Newark, DE 19711-4639
Telephone: 877-715-7554 Fax: 866-931-5447
www.heritagehomewarranty.com
sales@heritagehomewarranty.com

Heritage Home Warranty Company (HHWC) sole responsibility, during the term of the contract, will be to arrange for a qualified service contractor to repair, or replace, at HHWC's expense, up to the limits set forth in the contract. Heritage Home Warranty Company will, repair or replace, solely at the option of HHWC, those respective systems, appliances and components listed as covered on the Home Warranty Coverage Summary when they become inoperative due to normal wear and tear. Failure due to normal wear and tear shall occur when a covered system, appliance or component is deemed inoperable due to the malfunction and/or cessation of a part/component intended to perform movement or promote flow, which condition causes such system, appliance or component to cease its designed function.

This coverage includes only those systems, appliances and components that were in place at time of closing as part of the real estate transaction, in proper operating condition and does not include such conditions that cause a covered item to fail which, after prudent investigation it is determined, existed prior to contract effective date. Systems, appliances, and components must be located in place, within the perimeter of the main foundation, which is defined as that area located within the outer load bearing walls of the structure, above the slab, crawl space, or basement floor. Unless otherwise stated coverage is limited to one system or unit. If an item is not listed as covered then it is not covered. Any required inspections must be completed by effective date and available upon request. The description of specific systems, appliances and components that may be covered under a certain plan, limitations on coverage and other terms and conditions are set forth in the Home Warranty Coverage Summary and related contract. Platinum Plan coverage may apply to a malfunction which existed at the effective date/transfer of ownership (excludes renewal and non-real estate transaction customers) if, at that time, 1) the malfunction was unknown to the home seller, agent, buyer, or home inspector, 2) the malfunction was undetectable and would not have been detectable by visual inspection or simple mechanical test. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test consists of turning the unit on and off, verifying the unit operates without irregular sounds, smoke or other abnormal outcome.

Availability of Coverage: The contract covers a dwelling used only for residential purposes under 5,000 square feet, any dwelling used for commercial purposes such as, but not limited to, a day care facility, group home, fraternity/sorority houses, rest home, church, or school will not be covered. Homes over 5,000 square feet, multiple units, mother in law units, guest houses, and other structures may be covered if appropriate fee is paid.

Service:

To request service call 877-715-7554 or online HeritageHomeWarranty.com (emergencies will not be accepted via internet).

- You must notify HHWC for work to be performed under this contract as soon as the problem is discovered. Notice of any malfunction must be submitted to HHWC within 30 days of failure and prior to warranty expiration.
- Upon request for service HHWC will contact an authorized service contractor. All repair and/or replacement work covered by this contract must be performed by an authorized contractor and approved by the company.
- The service contractor will contact you promptly and set up a mutually agreed appointment. HHWC will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If you should request HHWC to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime.

- You will not be reimbursed for work completed without prior approval of HHWC.
- You will pay a service fee, the amount depending on the plan selected or actual amount whichever is less. Additional charges may apply to certain repairs or replacements. The service fee is for each call dispatched and scheduled including service calls wherein coverage is in whole or part granted, excluded, limited, or denied. The service fee will apply in the event you fail to be present at the scheduled time of the service call or in the event you cancel a call while the service contractor is in route or has arrived at your home. Unpaid funds due to HHWC may delay or void coverage at companies option.

- Heritage Home Warranty Company reserves the right to obtain a second opinion of an authorized contractor prior to determining eligibility for coverage and to perform a re-inspection subsequent to performing repair and/or replacement services to confirm eligibility for coverage under this contract.

Limits of Liability:

- HHWC may decide to pay cash in lieu of repair or replacement. Payment will be based on HHWC cost to repair or replace which may be less than retail.
- The contract has a claim limit of \$5,000 per mechanical system unless lower limit is declared in the Home Warranty Coverage Summary or contract.
- In no event shall HHWC be liable for any claims in excess of \$2,000 in the aggregate with respect to hot water, boiler, vapor cycle (AC), or steam-circulating systems, which may be covered under a certain plan, unless otherwise stated in the Home Warranty Coverage Summary related hereto. Ultra Premium Professional Series Appliances have a \$2,500 limit with the Platinum Plan. Vapor cycle (AC) limit is raised to \$5,000 with purchase of Platinum Plan. Maximum permit fee paid to \$250. Maximum seller limit is \$500 per system and \$1,500 per contract period.
- The contract does not cover upgrading or making modifications to systems, appliances or components due to lack of capacity (undersized), failure to meet building code(s), zoning requirements, utility regulations or failure to comply with local, state or Federal laws. HHWC 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 unless Regulatory Risk is purchased.
- There is a \$500 maximum per contact for diagnosis, access, and repair of concrete-encased or covered plumbing, and mechanical breakdowns caused by lack of routine maintenance or unknown pre-existing conditions, if covered by selected plan. See contract for details. Coverage does not apply if the cause of failure of the system or appliance is solely due to lack of routine maintenance.
- Covered eligible equipment no longer identifiable by model and serial number are limited to \$500 per period.
- Secondary or consequential damage or loss is not covered under the contract, nor is loss from delays due to difficulties in procuring parts or labor. Contract holder agrees that company is not liable for consequential, incidental, indirect, secondary, or punitive damages.

Assignment:

- In the event of assignment or transfer of title of the covered property, this contract may be assigned and/or transferred at option of HHWC, where permitted or when mandated by state law and when the applicable fee has been paid. Heritage Home Warranty Company reserves the right to charge a transfer fee not to exceed \$40.

Renewal:

- This contract may be renewed at the option of Heritage Home Warranty Company upon payment of a renewal fee, but not in excess of the fee allowed by applicable law, for any number of continuous annual renewal periods as may be allowed by applicable law.

Cancellation:

- Contract can be canceled for non-payment of funds, fraud or misrepresentation of the home, its systems, or appliances, or for false or exaggerated claims. Contract holder may cancel this contract with the funds being returned to the provider of those funds in full within the first ten days of the contract

period if no claim have been submitted. If you harm or threaten the safety or well-being of HHWC, any employee of HHWC, a Service Provider, or any property of HHWC or of the Service Provider or if you use abusive language towards HHWC, any employee of HHWC or Service Provider. After the first ten days the provider of funds will receive a prorated amount less service and administrative costs incurred by Heritage Home Warranty Company.

THIS WARRANTY CONTRACT EXCLUDES:

- (A) Food spoilage, mold, mildew, fungus, rot, insects, pathogenic organisms or conditions caused by them.
- (B) Non-functional inadequate drainage of sewage systems.
- (C) Cost of crane or special equipment, code violations or code upgrades, upgrades, permits, cabinet or counter work or other modifications relating to repair or replacement. Roof jacks or stands. (Unless Platinum Plan is purchased - see option details.)
- (D) Equipment, plumbing, electrical and refrigerant lines, not accessible, including but not limited to those encased within the ceiling, the floor, walls. Work, including parts and labor, on masonry, tile or other parts of the residential structure requiring patching, opening or closing of walls, floors, ceiling, and doorways.
- (E) Damage of any kind from accident, abuse, misuse, fire, freeze, flood, windstorm or acts of God.
- (F) Toxic, regulated, or asbestos material removal, carbon or environmental fees.
- (G) Plastic, rubber, porcelain, glass or ceramic parts, knobs or handles, drip and drain pans, missing parts, inner and outer cabinet parts and trim.
- (H) Product problems resulting from power failures, surges, shortages, overloads, or fluctuations.
- (I) Cosmetic repairs, cleaning of any type, product sounds or odors.
- (J) Carpet discoloration, marring of the floors or other minor damages incidental to necessary moving of a product to make a repair.
- (K) Manufacture defects or units recalled by manufacturer or consumer product safety commission.
- (L) Ultra Premium Professional Series Appliances unless Platinum Plan is purchased. Commercial grade equipment. Portable units.
- (M) Solar system, domestic coils, and heat recovery systems of all types.
- (N) Condition due to sediment or chemical build up, unless Platinum Plan is purchased (water heater only). Re-piping.
- (O) Efficiency of units, inadequate capacities of equipment, design changes other than manufacturer approved. Conditions caused by improperly designed, installed or sized.
- (P) Rendering service when the contract holder does not give the correct contract number or reference at the time of service is requested.
- (Q) Condos or multi-units - Shared or common equipment. Dwellings used for other than residential uses.
- (R) Failure of equipment due to rust or corrosion, (home buyer plan covered after the first thirty days of contract) See summary sheet.
- (S) Secondary or ancillary units or systems.
- (T) Conditions caused by improper or poor workmanship.
- (U) Electronic or computerized system management controllers, lighting, or appliance management systems.
- (V) Structural components, panels, and cabinetry, media centers.
- (W) Mobile Homes over ten years old unless approved by HHWC.

DO NOT CALL A CONTRACTOR YOURSELF!

You WILL NOT be reimbursed for the work done without prior company approval. This contract DOES NOT COVER EXISTING DEFECTS. All covered items must be in good working order on the effective date of contract. FOR CLAIMS SERVICE: Call our 24/7 number 877-715-7554