

# CHOICE



## Home Warranty

### E&O Qualified Plans

CALIFORNIA



 13 Month Home Warranty Plans

 Low \$75 Service Call Fee

 Discounts on Multi-Year Pricing

 Covers All Your Major Systems!

 Award-Winning Coverage

 Local Pre-Screened Technicians

888-275-2980

[CHWPro.com](http://CHWPro.com)

**America's Choice In Home Warranty**

Rated By The Ones Who Matter Most To Us, Our Customers

Issued and offered by Home Services Club of California, Inc.  
8910 University Center Lane, Suite 400, San Diego, CA 92122

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

**NEW**

**Home Title Lock &  
Mobile Phone Protection**

Details inside

# You have home insurance, what's the next step? A HOME WARRANTY

## Benefits of a Choice Home Warranty

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

- The average life expectancy of nine critical appliances/home systems is 13 years, and the likelihood of failure of one of these systems in a given year is 68%.  
– *Home Repair and Remodel, Marshall & Swift L.P.*
- The average homeowner spends \$2,321 on home emergency repairs each year.  
– *Angi, State of Home Spending Report*
- 88% of homeowners make at least one major repair each year. – *Porch Survey*
- 8 out of 10 buyers prefer to buy a home with a home warranty. – *Gallup Poll*
- The average cost to replace an HVAC unit is between \$5,000 and \$10,000.  
– *Porch Survey*

At Choice Home Warranty, our focus is on quality. We provide quality home warranty products to our customers, follow up with quality customer service when our homeowners contact us, build quality business relationships with our contractors, and ensure quality work from our contracted technicians. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer.



### PROTECT YOURSELF

Keep your family, yourself and your assets safe. Nothing is more important.



### SAVE MONEY

Don't pay more than you have to! Get more at a better price from Choice Home Warranty!



### SAVE TIME

No time? Our call center is available 24 hours a day, 7 days a week.

Call or visit our website 24 hours a day, 7 days a week

**1-888-275-2980**  
**CHWPro.com**

## Common Home Warranty Questions

*" I received service the same day I placed a claim. The service man was prompt, friendly and solved our problem quickly. "*

Rose B. Massey



### **What is a home warranty?**

A home warranty is a service contract that helps protect homeowners against the cost of unexpected covered repairs of their major systems and appliances that break down due to normal wear and tear. The product being offered is a service contract and is separate and distinct from any product or service warranty which may be provided by the home builder or manufacturer.

### **I have homeowners insurance.**

#### **Why do I need a home warranty?**

Your homeowner's insurance is hazard insurance, and only covers items damaged in fires, flooding, wind, and other natural disasters. A home warranty repairs household appliances and mechanical systems that fail due to normal wear and tear.

### **My mechanical systems and appliances are aged. Is this covered?**

Yes, the age of a home or its systems and appliances does not matter. We cover items that are in good working condition at start of contract.

### **Can I enroll in a home warranty plan if I am not in a real estate transaction?**

Yes, you may purchase a home warranty if you are not involved in a real estate transaction of any kind. If you are able to provide proof of prior coverage through another warranty carrier, showing no lapse of warranty coverage, CHW will be able to start your new coverage when your old policy expires.

### **What are some examples of a claim being denied?**

Choice Home Warranty does not cover known pre-existing conditions, misuse, or abuse of the covered systems and appliances.

### **Do I need a home inspection before ordering a home warranty?**

No, although it is a good idea to get your home inspected to make sure all items are in good working order. Consequently, the contract does not cover any known pre-existing conditions.

### **When does coverage begin and end?**

For sellers, coverage begins immediately after enrollment and continues for up to 180 days or closing date or whichever comes first. For buyers, coverage begins immediately after closing and continues for 365 days.

### **If an item needs to be replaced, and the replacement unit is unavailable what happens?**

If a covered item that needs to be replaced is not available, CHW will offer a cash payment for the amount of CHW's replacement cost, which at times may be less than retail.

### **What if I need service?**

Call our Claims Department at 1-888-275-2980 and we will take care of everything else. Our call center is available 24 hours a day, 7 days a week, 365 days a year. You may also submit a claim online.

### **Is there a service call fee?**

Yes, you are required to pay a \$75 trade service call fee per claim, no matter what the actual cost of the repair or replacement for your covered item. This fee is payable directly to the technician that comes to your home.

### **Can I renew each year?**

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

# HOME TITLE MONITORING & IDENTITY THEFT PROTECTION

by  FINANCIAL SHIELD

Your home and financial accounts are your most valuable assets. When those assets are compromised, the damage to your financial well-being can be devastating. In 2021, there were more than **1.6 million** reported cases of identity theft or fraud. Financial Shield looks beyond your credit data providing comprehensive features using near real-time monitoring and tools to help protect your most important financial assets.

## BENEFITS OF FINANCIAL SHIELD

1 Year FREE with Choice Ultimate, a **\$120 Value!**\*

- Home Title Monitoring
- Financial Transaction Monitoring
- Monthly Credit Score
- Bank & Financial Account Monitoring
- High Risk Transaction Monitoring
- Authentication Alerts
- Fictitious Identity Monitoring
- \$1,000,000 Identity Theft Insurance
- Dark Web Monitoring
- Credit Security Freeze Assistance
- Credit Monitoring & Alerts
- Lost Wallet Protection
- Insight & Tips News Feed
- Customer Support & Victim Assistance

With a Choice Ultimate plan, protect the assets inside your home along with your financial assets, home title, and accounts.

**Get comprehensive peace of mind for your home and financial assets with a Choice Ultimate plan!**

\* Email, Telephone, & Enrollment Required. Promotional offer currently valid through 12/31/25. Scan the QR code for full details.



# INTRODUCING

## Mobile Handset Protection

from Choice Home Warranty!

Protection for active cellular phones for all residents of a covered home. If your phone is damaged due to defective workmanship or accidental damage (including cracked screens), receive reimbursement for the cost to repair or replace the device!

- Reimbursement for Device Repair or Replacement
- Unlimited Devices per Household
- Cracked Screen Repair
- Fixes for Equipment Defects/Failures
- Water Damage Coverage
- Easy Claim Filing Online

**Available for \$180 on all 3 Choice Home Warranty plans!\***

\*Maximum liability under this plan is \$800 per claim. Each claim is subject to a service call fee in the amount set forth in your coverage details. Coverage is limited to two claims per plan per 12-month period. Coverage starts 31 days after receipt of your Choice Home Warranty policy fee. See the full terms and conditions for a complete description of coverage, limitations and exclusions by scanning the QR code below.



**QUALIFIED COMPREHENSIVE HOME WARRANTY  
PROTECTION PLAN TERMS AND CONDITIONS  
CHOICE ULTIMATE – ELITE & CHOICE PLAN – EDGE  
REAL ESTATE BUYER**

**HOME SERVICE AGREEMENT**

During the coverage period, Our sole responsibility will be to arrange for a qualified Service Provider to repair or Replace, at Our option and expense, items listed as “covered” and not for items listed as “excluded” in accordance with the terms and conditions of this Agreement. It is important to review this Agreement in its entirety. Capitalized terms, not otherwise defined, are defined in Section K.

**A. COVERAGE, COVERAGE TYPES AND COVERAGE PERIOD**

1. The term Your Agreement is in effect, Your Agreement Fee, Your Service Fee, and Your systems covered under this Agreement, are set forth in Your Coverage Details. Additional costs may apply in accordance with other sections of this contract.

2. All systems (a) must become inoperative due to normal wear and tear; (b) with the exception of pool/spa, well pump, septic tank pumping, irrigation system, external water line, external sewer and septic line, outdoor kitchen and air conditioner, must be located inside the main foundation or detached garage (c) except as specifically described for Home Buyer's coverage, must be in proper working order on the effective date of this home warranty Agreement.

3. This Agreement covers occupied homes under 5,000 square feet unless additional fees are paid.

4. Except for Home Buyer's coverage - which provides coverage for unknown/undetected pre-existing conditions so long as the malfunction could not, or would not, have been detected by a visual inspection or simple mechanical tests - known or unknown pre-existing conditions are not covered.

**5. Home Buyer's Coverage:** Home Buyer's coverage under this Agreement is only available to a Home Buyer, not a Home Seller. Home Buyer's coverage is effective upon close of sale for the term set forth in Your Coverage Details. The Agreement Fee must be received no later than 14 days after close of sale. If You take possession prior to close of sale (or obtain possession through rental or lease agreement), the Agreement Fee is due upon occupancy and coverage will begin as of the date of occupancy upon Our receipt of the Agreement Fee. You may only add optional coverage within 30 days of the close of sale.

**6. Home Seller's Coverage:** Home Seller's coverage is available only in conjunction with the purchase of coverage for a Home Buyer and is limited to \$3,000 in the aggregate during the Agreement term. Coverage becomes effective on the day We receive the Home Seller coverage application, and continues until the expiration of; the initial home listing period, up to a maximum of 180 days; close of sale; or listing termination, whichever occurs first. Requests to extend Home Seller's coverage beyond the initial 180-day listing period, may be granted or denied at Our sole discretion. Optional Coverage for Air Conditioning/Heating/Ductwork, external water line, external sewer and septic line may only be added or removed within 24 hours of Your Order Date.

7. Homes Not Going Through a Real Estate Transaction: COVERAGE STARTS 30 DAYS AFTER RECEIPT OF AGREEMENT FEE. YOUR COVERAGE MAY BEGIN BEFORE 30 DAYS IF WE RECEIVE PROOF OF PRIOR COVERAGE SHOWING NO LAPSE, THROUGH ANOTHER CARRIER.

**B. SERVICE REQUESTS**

1. You or Your Agent must request service as soon as the malfunction is discovered and prior to the expiration of Your Agreement term.
2. Upon request for service, We will begin contacting Service Provider(s) within 4 hours. You will receive the name, phone number, and appointment date and time upon acceptance of the request by a Service Provider. In some circumstances, it could take more than 48 hours for a Service Provider to accept the request.
3. We will not reimburse for services performed without prior approval.
4. You will pay a Service Fee for each Covered Item service request You submit to Us.
5. If work performed under this Agreement should fail within 30 days, We will correct the failure without a Service Fee.
6. We have the sole right to select the Service Provider.

**C. COVERAGE (COVERAGE DEPENDENT ON PLAN)**

With the exception of Air Conditioning/Heating/Ductwork, Ceiling Fan/ Exhaust Fan/Attic Fan, and Garage Door Opener, coverage is for no more than 1 Covered Item unless additional fees are paid.

- 1. BUILT-IN MICROWAVE – COVERED:** All components and parts.
- 2. OVEN/RANGE/COOKTOP – COVERED:** All components and parts.
- 3. DISHWASHER – COVERED:** All components and parts.
- 4. GARBAGE DISPOSAL – COVERED:** All components and parts.
- 5. CEILING FAN/EXHAUST FAN/ATTIC FAN – COVERED:** All components and parts.
- 6. GARAGE DOOR OPENER – COVERED:** All components and parts.

**EXCLUDED (may be modified by purchase of Ultimate Plan): Hinges. Springs. Remote transmitters. Keypads. Door. Door track assemblies.**

**7. HEATING AND DUCTWORK – COVERED:** All components and parts of the following systems: ducted, central, electric, split and package units, forced air (gas, geothermal, electric, oil), heat pumps, floor furnace, hot water or steam circulating heat and electric baseboard. Ducts (unless collapsed or clogged) from unit to point of attachment at registers or grills. If Replacing, only the failed components and parts will be upgraded to meet government mandated guidelines.

**EXCLUDED (may be modified by purchase of Ultimate Plan): Valves. Disposable filters. Line dryers and filters. Heat lamps. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost of cranes to complete heating repair and or Replacement. Outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps. Well pump and well pump components for geothermal and/or water source heat pumps. Solar heating systems. Water towers. Chillers and water lines. Portable units. Fuel storage tanks. Chimneys. Pellet stoves. Cable heat. Wood stoves (even if only source of heating). Insulation. Damper motors. Labor and other costs related to failure of components that are covered under manufacturer's warranty. Legally mandated diagnostic testing when Replacing heating equipment. Leak testing. We will not pay for any modifications or upgrades necessitated by the repair of existing equipment or the installation of new equipment Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or**

Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork and \$1,500 for access, diagnosis, and repair or Replacement for any geothermal, water sourced heat pump.

**8. WATER HEATER (Gas/Electric) – COVERED:** All components and parts, including tankless water heaters and circulating pumps.

**EXCLUDED (may be modified by purchase of Ultimate Plan):** Insulation blankets. Pressure reducing valves. Damage from sediment build-up. Solar water heaters. Solar components. Fuel tanks. Secondary holding or storage tanks. Vents. Flues. Expansion tanks. Energy management systems. Units exceeding 75 gallons. We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement for Tankless Water Heaters.

**9. ELECTRICAL SYSTEM – COVERED:** Electrical panels, light switches, electric outlets, (D.C.) wiring, and wiring from the electrical panel to any Covered Item.

**EXCLUDED (may be modified by purchase of Ultimate Plan):** Light fixtures. Smoke detectors. Rerunning of new wire for broken wiring. Wire tracing. Doorbells associated with intercom systems and battery-operated doorbells. Video and/or monitors. Circuit overload. Face plates. All components and wiring to or from a solar power system, generator, or an energy management system. Power surge or lightning.

**10. PLUMBING SYSTEM/STOPPAGE/SUMP PUMP – COVERED:** Leaks and breaks of water, drain, gas, waste, or vent lines. Angle stops. Risers. Gate valves. Interior hose bibs. Basket strainers. Built-in bathtub whirlpool motor, pump, and air switch assemblies. Clearing of sink, bathtub, shower, toilet stoppages, mainline drain and sewer stoppages, lateral drain line stoppages, provided that all such stoppages are within 125 feet from access point including accessible cleanout, p-trap, drain or overflow access points. Permanently installed sump pump for ground water in a sump pit/basin.

**EXCLUDED (may be modified by purchase of Ultimate Plan):** Stoppages caused by collapsed, damaged or broken drain, vent, or sewer lines outside the home's main foundation. Lines broken, infiltrated, or stopped by roots or foreign objects, even if within the home's main foundation. Toilets, including lids and seats. Bathtubs. Sinks. Showers. Shower enclosures and base pans. Jets. Faucets. Shower heads. Shower arms. Valves for shower or tub and diverter. Ejector/grinder pumps. Exterior hose bibs. Slab leaks. Caulking or grouting. Septic tanks. Water softeners, filtration, or purification systems. Holding or storage tanks. Saunas or steam room equipment. Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts. Access through roof vents. Portable sump pumps. Sump pump backflow preventers and check valves. Failures caused by excessive or inadequate water pressure. Pressure regulators.

**11. TRASH COMPACTOR – COVERED:** All components and parts.

**EXCLUDED (may be modified by purchase of Ultimate Plan):** lock and key assemblies, buckets. We will pay up to \$500 per 12-month period for access, diagnosis, and repair and/or Replacement.

**12. RE-KEY – COVERED:** Re-key of up to 6 locks for standard cylinder door locks and deadbolts. Provide a total of up to 4 copies of the new keys.

**EXCLUDED:** Non-standard cylinder door locks; Sliding doors; Garage door openers; Replacement of deadbolts, door handles/knobs or associated hardware. Broken or damaged locks. Padlocks. Gate, window, file cabinet, safe, desk or mailbox locks. Doors or any other services provided by locksmith. NOTE: Re-Key service cannot be used in conjunction with a free Service Fee.

**13. ULTIMATE PLAN – COVERED:** All coverage included in Section C(1) to C(12) plus the following:

**a. CLOTHES DRYER:** All components and parts. Unlimited units.

**b. CLOTHES WASHER:** All components and parts. Unlimited units.

**c. KITCHEN REFRIGERATOR:** All components and parts, including integral freezer unit.

**EXCLUDED:** Audio/Visual equipment and internet connection components.

**d. GARAGE DOOR OPENER:** Hinges. Springs. Remote transmitters. Keypads.

**e. AIR CONDITIONING/HEATING/DUCTWORK:** All components and parts of the following systems: ducted central air conditioning including package units and forced air systems. Valves. Disposable Filters. Line dryers and filters. Heat lamps. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair and/or Replacement. Labor related to failure of components that are covered under manufacturer's warranty. Cost for use of required cranes to complete a heating repair and/or Replacement. **Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork and \$1,500 for access, diagnosis, and repair or Replacement for any geothermal, water sourced heat pump.**

**f. WATER HEATER:** Unlimited units. Insulation blankets. Pressure reducing valves. Damage from sediment build-up. Vents. Flues. Units greater than 75 gallons; provided they are residential water heaters and not commercial.

**g. ELECTRICAL SYSTEM:** Exterior facing outlet receptacles and panels. Smoke detectors.

**h. PLUMBING SYSTEM/STOPPAGE:** Toilets including lids and seats up to \$600 per toilet per 12-month period for access, diagnosis, and repair and/or Replacement. Faucets. Shower heads. Shower arms. Valves for shower or tub, and diverter. Ejector/grinder pumps. Exterior hose bibs. Internal and external Pressure regulators. **Slab leaks up to \$1,500 per 12-month period for access, diagnosis, and repair.**

**i. TRASH COMPACTOR:** Lock and key assemblies and buckets.

**j. BUILT-IN MICROWAVE:** Unlimited units.

**k. OVEN/RANGE/COOKTOP:** Unlimited units.

**l. DISHWASHER:** Unlimited units.

**m. SYSTEM COMPATIBILITY:** When Replacement is required for either indoor or outdoor system that requires an upgrade for compatibility of capacity/efficiency in order to ensure system's operational functionality, We will cover the cost of the upgraded system, including labor up to a maximum liability is \$5,000 per 12-month period, inclusive of system compatibility costs, if any for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork.

**n. LIMITED ROOF LEAK (Single Family Homes Only) – COVERED:** Repair of shake, shingle, and composition roof leaks over the occupied living area. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement. NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.**

**EXCLUDED: Porches. Patios. Cracked and/or missing material. Foam roofs. Metal roofs. Cemwood or Permatek shakes. Masonite shingles. Structural leaks adjacent to or caused by appendages of any kind. Downspouts. Flashing. Gutters. Skylights. Decks. Patio covers. Solar equipment. Roof jacks. Antennae. Satellite components. Chimneys. Partial/full roof replacement.**

**o. WATER SOFTENER – COVERED:** All components and parts.

**EXCLUDED: Leased or rented units. All treatment, purification, odor control, iron filtration components and systems. Discharge drywells. Resin bed replacement. Salt. Replacement of filters, water filters, pre-filters, filter components. Replacement membranes.**

**p. OTHER ENHANCED COVERAGE:** When required to render a covered repair or Replacement, we will:

1. Provide up to \$250 per occurrence for required permits.
2. Provide up to \$250 under this Agreement to correct code violations.
3. Provide haul away of a Covered Item when Replacing such Covered Item.
4. Provide up to \$250 under this Agreement to correct an improper installation/repair/modification of a Covered Item to correct any mismatch condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. All other terms and conditions of this Agreement apply. If the improper installation/repair/modification or mismatch condition is also a violation of a code requirement, only Section C(13)(p)1 above applies.
5. The reduced limitations on professional series or like appliances set forth in Section E(16) shall not apply to purchasers of the Ultimate Plan.

**D. OPTIONAL COVERAGE (Requires Additional Payment)  
(Certain coverages not available for Sellers)**

Coverage is for no more than 1 Covered Item unless additional fees are paid. **Unless otherwise indicated in this Section D, We will pay up to \$500 for access, diagnosis and repair and/or Replacement of any optional Covered Item.**

**1. CHOICE PLAN PREMIUM UPGRADE – COVERED:**

**a. Plumbing System/Stoppage:** Toilets including lids and seats up to \$600 per toilet per 12-month period for access, diagnosis, and repair and/or Replacement. Faucets. Shower heads. Shower arms. Valves for shower or tub, and diverter. Ejector/grinder pumps. Exterior hose bibs. Slab leaks up to \$1,500 per 12-month period for access, diagnosis, and repair.

**b. Air Conditioning (if separately purchased)/Heating/Ductwork:** Valves. Disposable Filters. Line dryers and filters. Heat lamps. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair and/or Replacement. Labor related to failure of components that are covered under manufacturer's warranty. Cost for use of required cranes to complete a heating repair and/or Replacement. **Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork and \$1,500 for access, diagnosis, and repair or Replacement for any geothermal, water sourced heat pump.**

**c. Other Enhanced Coverage:** When required to render a covered repair or Replacement, We will:

1. Provide up to \$250 under this Agreement to correct code violations.

2. Provide up to \$250 per occurrence for required permits.

3. Provide haul away of a Covered Item when Replacing such Covered Item.

4. Provide up to \$250 under this Agreement to correct an improper installation/repair/modification of a Covered Item to correct any mismatch condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. All other terms and conditions of this Agreement apply. If the improper installation/repair/modification or mismatch condition is also a violation of a code requirement, only Section D(1)(c)1 above applies.

5. The reduced limitations on professional series or like appliances set forth in Section E(16) shall not apply to purchasers of the Choice Plan Premium Upgrade

**2. AIR CONDITIONING (CHOICE PLAN ONLY) – COVERED:** All components and parts of the following systems: ducted central air conditioning including package units and forced air systems. If Replacing, only the failed components and parts will be upgraded to meet government mandated guidelines.

**EXCLUDED: Valves. Disposable filters. Line dryers and filters. Condensate drain pumps. Drain pans. Window units. Mini-splits. Electronic air cleaners. Humidifiers. Cost related to refrigerant recapture, reclamation and disposal when required for diagnosis, repair, or Replacement. Cost of cranes to complete an air conditioning repair and or Replacement. Outside or underground piping, redrilling of wells for geothermal and/or water sourced heat pumps. Water towers. Chillers and water lines. Refrigerant line sets. Portable units. Fuel storage tanks. Insulation. Damper motors. Labor and other costs related to failure of components that are covered under manufacturer's warranty. Legally mandated diagnostic testing when replacing cooling equipment. Leak testing. Our maximum liability is \$5,000 per 12-month period for access, diagnosis, and repair or Replacement for each (i) air conditioning system, (ii) heating system, and (iii) ductwork and \$1,500 for access, diagnosis, and repair or Replacement for any geothermal, water sourced heat pump.**

**3. POOL AND/OR SPA EQUIPMENT – COVERED:** Above ground components and parts of the heating, pumping, and filtration system including pool sweep motor and pump, pump motor, blower motor and timer, plumbing pipes and wiring, plumbing, and electrical. Both pool and built-in spa equipment are covered if they utilize common equipment (if they do not utilize common equipment, then only the pool is covered unless an additional fee is paid). **We will pay up to \$1,500 for access, diagnosis and repair and/or Replacement of the salt water control unit, slat cell, and flow sensor for the salt water chlorinator.**

**EXCLUDED: Portable pools or spas. Lights. Liners. Jets. Ornamental fountains, waterfalls and their pumping systems. Auxiliary pumps. Pool covers and related equipment. Fill line and fill valves. Built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers. Fuel storage tanks. Disposable filtration mediums. Heat pumps. Multi-media centers. Automation systems/controls.**

**4. WELL PUMP – COVERED:** All components and parts of well pump utilized for main dwelling only.

**EXCLUDED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing. Well casings. Pressure switches not located on the pump. Holding, storage or pressure tanks. Booster pumps. Redrilling of wells. Well pump and all well pump components for geothermal and/or water source heat pumps.**

**5. CENTRAL VACUUM – COVERED:** All mechanical system components and parts.

**EXCLUDED:** Ductwork. Hoses. Blockages. Accessories.

**6. LIMITED ROOF LEAK (Single Family Homes Only) – COVERED:** Repair of shake, shingle, tar, gravel, and composition roof leaks over the occupied living area. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.** **NOTE:** If roof must be partially or completely replaced to effect repair, this coverage does not apply.

**EXCLUDED:** Porches. Patios. Cracked and/or missing material. Foam roofs. Metal roofs. Cemwood or Permatek shakes. Masonite shingles. Structural leaks adjacent to or caused by appendages of any kind. Downspouts. Flashing. Gutters. Skylights. Decks. Patio covers. Solar equipment. Roof jacks. Antennae. Satellite components. Chimneys. Partial/full roof replacement.

**7. STAND ALONE FREEZER/ADDITIONAL REFRIGERATOR – COVERED:** All components and parts, including integral freezer unit.

**EXCLUDED:** Audio/Visual equipment and internet connection components. Ice maker and all components of ice and/or water dispenser. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**8. SEPTIC TANK PUMPING/SEPTIC SYSTEM – COVERED** Tank Pumping: Main line stoppages/clogs. If a stoppage is due to a septic tank back-up into the home, then We will pump the septic tank one time during each 12-month period starting from the start date of Your original Agreement. **We will pay up to \$300 per 12-month period for access, diagnosis, and pumping.** COVERED Septic System: Sewage ejector/grinder pump. Control box. Jet pump. Aerobic pump.

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

**9. IRRIGATION SYSTEM – COVERED:** Control box. Outside or underground piping. Sprinkler heads.

**10. WATER SOFTENER – COVERED:** All components and parts.

**EXCLUDED:** Leased or rented units. All treatment, purification, odor control, iron filtration components and systems. Discharge drywells. Resin bed replacement. Salt. Replacement of filters, water filters, pre-filters, filter components. Replacement membranes.

**11. BEVERAGE/WINE REFRIGERATOR – COVERED:** All components and parts. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**12. STAND ALONE ICE-MAKER – COVERED:** All components and parts, including integral freezer unit. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**13. GEOTHERMAL/WATER SOURCE HEAT PUMPS – COVERED:** All components and parts relating to geothermal, water source heat pumps.

**EXCLUDED:** outside or underground piping, redrilling of wells for geothermal and/or water source heat pumps. **NOTE:** We will pay no more than \$1,500 per 12-month period for access, diagnosis and repair or Replacement of any geothermal, water source heat pump.

**14. NON-COVERED CHARGE OPTION – COVERED:** When required to render a covered repair or Replacement, We will provide up to \$1,000 under this Agreement to correct an improper installation/repair/modification of a

Covered Item to correct any code violation or mismatch condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. All other terms and conditions of this Agreement apply.

**15. SMART HOME OPTION – COVERED:** Replacement of one of each of the following per contract year: Smart and/or Wi-Fi enabled switch, outlet, thermostat, door lock, doorbell, or garage door opener. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED:** Smart and/or Wi-Fi enabled router and/or home hub.

**16. OUTDOOR KITCHEN – COVERED:** Coverage is for components that affect the primary functional operation of the following outdoor kitchen elements: Ceiling fan. Outdoor refrigerator. Dishwasher. Electrical wiring and outlets. Garbage disposal. Faucets. Plumbing water, drain, or gas lines. **We will pay up to \$1,000 per 12-month period for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED:** All Failures caused by freezing.

**17. GUEST HOUSE/ADU – COVERED:** All components and parts of 1 of each of the following: Clothes Dryer. Clothes Washer. Built-In-Microwave. Oven/Range/Cooktop. Dishwasher. Garbage Disposal. Kitchen Refrigerator. Ceiling Fan. Bathroom Fan. Attic Fan. **For each Covered Item located in the covered unit, We will pay up to \$1,500 for access, diagnosis, and repair and/or Replacement.**

**EXCLUDED:** Audio/Visual equipment and internet connection components.

**18. EXTERNAL WATER LINE – COVERED:** Leaks or breaks due to normal wear and tear of portion of the water service line that You own between the utility's point of responsibility or from Your well pump discharge line (excluding casement/pitless adapter) up to the inlet side of the water meter or shut-off valve of Your Home. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or replacement.**

**EXCLUDED:** Relocating any water meter at the time of repair. Clogs or blockage of Your external water line. Pressure switches, meter vaults, shared or branch lines, storage or pressure tanks, and main shut-off valves that are not leaking. Moving any section of Your external water line unless necessary to complete a covered repair. Removal of debris or obstacles needed to access and repair Your external waterline. Repairs required by any local, state, or federal agency. Inspection or updates to non-leaking portion of Your external water line to meet requirements of applicable law. Movement or repair of buried wells at above ground. Well equipment or well-related components. Repairing private paved, asphalt and/or concrete surfaces or structures. Costs associated with opening and closing any portion of Your home's foundation or slab to access Your external water line. Thawing any frozen section of the external water line, repairs to public sidewalks, streets, or landscaping.

**19. EXTERNAL SEWER & SEPTIC LINE REPAIR – COVERED:** Leaks, blocks or breaks due to normal wear and tear or tree roots of the portion of the dew service line You own from the utility's point of responsibility or from Your septic tank to the point where Your sewer or septic tank enters the Your Home at the foundation. **We will pay up to \$1,500 per 12-month period for access, diagnosis, and repair and/or replacement.**

**EXCLUDED:** External sewer or septic line not connected to a public sewer system or Your septic tank. Common waste branch lines. External sewer or septic line not owned by You or damage related to the backup of sewers and drains caused by main sewer lines. Devices connected to Your external sewer or septic line. Moving any section of Your external sewer or septic line unless necessary to complete a covered repair.

Removal of items necessary to access Your external sewer or septic line, such as debris or obstacles, non-conforming drain line, such as basement or storm drain systems, connected to Your external sewer or septic line. Repairs required by any local, state, or federal agency inspection. Updates to non-leaking portion or any free-flowing section of Your external sewer or septic line to meet requirements of applicable law. Interior pipes, private paved, asphalt and/or concrete surfaces or structures, and thawing any frozen section of Your external sewer or septic line. Repairs to public sidewalks, streets, or landscaping.

**20. LIMITED STRUCTURAL OPTION FOR BUYER ONLY** (For Single Family Detached Homes Only) – Upon receipt of the completed home inspection ,conducted prior to buyer's home purchase and payment of the additional fee for this endorsement option, We will repair or replace covered structural system components listed as functional on the inspection provided: a) there is an actual or anticipated failure of a covered component, b) the failure will vitally affect the use of the home for residential purposes, and c) the covered component was in place, functional, and permanently installed within the perimeter of the home on the effective date of this contract.

**COVERED:** Foundation, foundation walls, sill plates, girder posts, headers, floor joists and sub floor sole, plates, studs, sheathing, plates and ceiling joists, rafters, roof sheathing and roof boards, partition wall studs, other load carrying structural components which constitute an integral part of the primary structure.

**EXCLUDED:** Failure due to earthquake, weather, flood, land subsidence, soil movement, slope failure, acts of God or nature, fire, pest damage, riot, vandalism, civil disobedience, war, terrorism, accident, improper construction, design flaw, substandard building materials, manufacturer's recall or defects, modifications that weaken a structural component or that compromise the structural integrity of the dwelling, the failure of any component or system not listed as a Covered Item, or defects discovered prior to the effective date of this endorsement. Upgrades required by code, cosmetic defects, and consequential loss or damage are not covered. Only for Single Family detached homes. This option is non-renewable and is not available for Condos/Townhomes, Mobile Homes, Duplex, Triplex, Fourplex, New Construction contracts, or during the Seller's term. We will pay up to \$10,000 in the aggregate for claims incurred in the initial 13 month period for access, diagnosis, and repair and/or replacement.

#### E. LIMITATIONS OF LIABILITY

1. Except where lower limits apply, Our maximum liability is \$5,000 per 12-month period starting from the start date of Your original Agreement for each Covered Item for access, diagnosis, and repair or Replacement. Coverage limit applies in the aggregate when multiple items are listed in the same numbered section. **ADDITIONAL LIMITATION FOR HOME SELLER'S COVERAGE:** Notwithstanding the foregoing, You agree that, in no event, will Our liability exceed \$3,000 in the aggregate for Home Seller's coverage during the applicable coverage period.

2. Subject to Section E(1), We will pay up to \$500 to provide access to Covered Items through roofs, unobstructed walls, ceilings or floors, concrete covered, embedded, encased or otherwise inaccessible Covered Items. We will return the access opening to a rough finish condition, subject to the \$500 limit. We are not liable for service involving hazardous or toxic materials such as mold, lead paint, or asbestos. Except as specifically described in Section D(1)(2) and Section C(13)(e) for purchasers of the Ultimate Plan or the Choice Plan Upgrade with Air Conditioning, We are not liable for the costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal.

3. We reserve the right to offer cash or cash equivalent in lieu of repair or Replacement in the amount of Our available wholesale cost (which is less than retail) to repair or Replace any Covered Item. Cash or cash equivalent offered in lieu of repair or Replacement does not include the

cost of shipping, tax, or installation. When cash or cash equivalent is issued to Replace a Covered Item, You may not make subsequent claims on such Covered Item for 12 months from the date of issue.

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

5. Except during the 12 calendar months following the closing date of a real estate transaction, We will not pay for repairs or failures of a Covered Item that results from Your failure to perform normal or routine maintenance. This Agreement does not cover cosmetic defects or malfunction due to misuse, abuse, neglect, or physical damage, accidents, fire, freezing, water damage, electrical failure, or surge, or excessive or inadequate water pressure.

6. If parts required to repair a Covered Item are not available, and a Covered Item continues to perform its Primary Purpose, we will not repair or Replace the Covered Item, such as a failed ice-maker where parts are unavailable in a working refrigerator.

7. Except as specifically described in Section C(13), D(1) or D(12), for purchasers of the Ultimate Plan or applicable optional coverage, We are not responsible for upgrades, modifications, components, parts, or equipment required to complete a repair or Replacement of a Covered Item due to incompatibility with existing equipment including, but not limited to, differences in technology, chemical and refrigerant requirements, or efficiency as mandated by federal, state, or local governments. We will disclose the cost of such non-covered charges, in aggregate, but will not itemize such charges.

8. We are not responsible for any repair, Replacement, installation, or modification of: 1) any Covered Item arising from a manufacturer's recall or defect of said Covered Items; 2) except for labor cost on appliances and as specifically described in Section C(13) or D(1) for purchasers of the Ultimate Plan or applicable optional coverage, any Covered Item while still under an existing manufacturer's or distributor's warranty; or 3) any Covered Item lacking a visible model or serial number.

9. Except as specifically described in Section C(13), D(1) or D(2), for purchasers of the Ultimate Plan or applicable optional coverage, We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.

10. Except as specifically described in Section C(13), D(1) or D(2), for purchasers of the Ultimate Plan or applicable optional coverage, We are not responsible for the cost to obtain permits.

11. We are not responsible for electronic or computerized energy management, lighting and appliance management systems, or solar systems and solar equipment.

12. Except as specifically described in Section C(13), D(1) or D(2), for purchasers of the Ultimate Plan or applicable optional coverage, We are not responsible for the cost to dispose of a Covered Item or one of its components.

13. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for damages caused by the Service Provider, including, but not limited to, consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages.

14. We are not liable for any failure to obtain timely service or delays in obtaining parts, equipment, or for delays due to conditions beyond Our control, including, but not limited to, labor difficulties, strikes, riots, pandemic, war, acts of war, fire, floods, embargoes, insurrections, or acts of god.

15. You hereby waive all rights to claim attorneys' fees, indirect, punitive, incidental, consequential, and/or multiplied or otherwise increased damages, and any other damages, other than for actual out-of-pocket expenses.

16. Coverage is not for commercial property or residences used as businesses, or for the repair or Replacement of Commercial Grade Equipment. Except for purchasers of the Choice Plan Premium Upgrade or Ultimate Plan, which shall be subject to the limits set forth in Section E(1), We shall pay no more than \$2,500 in aggregate per system for professional series or like appliances such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, Monogram, Thermador, etc.

17. If coverage is denied, and You seek to have Us review that denial, We have the right to request routine maintenance records and/or home inspection reports in reviewing Our decision.

**F. MULTIPLE UNITS AND INVESTMENT PROPERTIES**

1. No coverage is allowed for separate in-law/guest suite, duplex, triplex, or fourplex dwellings, unless the particular unit within such dwelling is covered by this Agreement with applicable optional coverage for coverage to apply to Common Systems.

2. If this Agreement is for a particular unit within a multiple unit dwelling with 5 or more units, then only items contained within the confines of Your individual unit are covered. Common Systems are excluded.

3. Except as otherwise provided in this Section, Common Systems are excluded.

**G. TRANSFER OF AGREEMENT & RENEWALS**

1. YOU MAY TRANSFER THIS AGREEMENT AT ANY TIME WITHOUT ADDITIONAL COST.

2. UNLESS YOU CANCEL THIS AGREEMENT, YOU WILL AUTOMATICALLY BE RENEWED TO A MONTHLY PLAN AT THE END OF YOUR AGREEMENT TERM AT YOUR CURRENT COVERAGE LEVEL. FOR FIXED TERM PLANS, WE WILL NOTIFY YOU, IN WRITING, AT LEAST 30 DAYS (OR SUCH OTHER TIME PERIOD REQUIRED BY LAW) PRIOR TO THE END OF YOUR AGREEMENT TERM WITH THE RATE AND TERMS FOR THE AUTOMATIC RENEWAL.

3. FOR MONTHLY PLANS, YOU WILL BE AUTOMATICALLY RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AND AT YOUR CURRENT RATE. WE WILL NOTIFY YOU, IN WRITING, AT LEAST 30 DAYS (OR SUCH OTHER TIME REQUIRED BY LAW) PRIOR TO ANY CHANGE IN RATE OR TERMS OF YOUR MONTHLY PLAN.

**H. CANCELLATION (SEE SECTION L FOR STATE SPECIFIC DETAILS)**

1. This Agreement may be cancelled by Us for:

- a. nonpayment of Agreement Fee by You;
- b. nonpayment of Service Fee by You;
- c. fraud or misrepresentation by You of facts material to the issuance of this Agreement; or
- d. mutual agreement of Us and You.

2. You may cancel this Agreement at any time for any reason.

a. If You cancel within the first 30 days of the Order Date, We will refund the paid Agreement Fee less any Service Costs incurred by Us (unless prohibited by law).

b. If You cancel at any time after the first 30 days from the Order Date, We will pay You a pro rata refund of Your paid Agreement Fee for the unexpired term at the end of the month of which You cancelled less any Service Costs incurred by Us (unless prohibited by law). If Our Service Costs are greater than the prorated refund, You shall pay us the lesser of the difference between (A) Our Service Costs; and (B) any unpaid Agreement Fees or unpaid Annual Monthly Agreement Fees.

c. In addition, You shall be responsible for an administrative fee of the lesser of \$50, or such amount as is permitted by law.

3. To cancel Your Coverage, contact us at 1-888-531-5403 or visit your customer portal at <https://my.choicehomewarranty.com/accountservices>.

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

**1. BINDING ARBITRATION:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time of the filing. Arbitration will be documents only/desk arbitration. Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org). The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. § 1, et seq.). Neither party shall sue the other party in any court other than as provided herein for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver." **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED THROUGH ARBITRATION.**

**2. CLASS ACTION WAIVER:** Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

**3. SMALL CLAIMS COURT EXCEPTION:** This Section I constitutes an agreement to arbitrate disputes on an individual basis. However, any party may bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

4. In the event that You have multiple Agreements with Us, You must file 1 arbitration per Agreement. You hereby waive any right to bring 1 arbitration that covers multiple Agreements.

#### J. SEVERABILITY

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

#### K. PARTIES AND DEFINITIONS

**“We”, “Us” and “Our”**, throughout this Agreement, throughout this Agreement (“Agreement,” or “plan”), refers to Home Service Club of California, Inc., 8910 University Center Lane, Suite 400, San Diego, CA 92122, the party obligated to perform under this Agreement (the “Obligor”). Also, the marketing of this Agreement may be conducted by or through Home Service Club of California Insurance Services, Inc. (“HSCC Insurance Services”), 8910 University Center Lane, Suite 400, San Diego, CA 92122. HSCC Insurance Services is an affiliate of Ours, which is licensed as a resident insurance producer in California under License No. 6005734. Notwithstanding the foregoing, Our obligations under this Agreement are backed by the full faith and credit of the Obligor.

**“Agent”** refers to the real estate agent or representative that is assisting You on the purchase or sale of Your home.

**“Agreement”** refers to this Home Service Agreement.

**“Agreement Fee”** refers to the amount listed as Your “Rate” on Your Coverage Details and the amount You paid for this Agreement.

**“Annual Monthly Agreement Fee”** refers to the Agreement Fee for each respective 12-month period beginning on the Order Date or Your coverage effective date (whichever is later).

**“Common Systems”** refers to systems or appliances that are utilized by multiple apartments, multiple units, multiple units of townhomes, multiple single-family homes, or multi-family homes.

**“Commercial Grade Equipment”** refers to air-conditioners, furnaces, and other systems and appliances not intended for residential sale or residential use.

**“Coverage Details”** refers to the page preceding Your Agreement that is headed “Coverage Details” at the top of the page and lists Your name, contract number, covered property address, Agreement Fee, and Service Fee.

**“Covered Item”** refers to each numbered item listed in Sections C(1) to C(12), and when an applicable fee is paid, as modified by C(13); and Sections D(1) to D(19), if applicable. Some Covered Items require payment of additional fees. See Your Coverage Details for a list of Covered Items included in Your policy.

**“Fixed-Term Plan”** refers to a plan with a fixed term of 1 year or greater.

**“Home Buyer”** refers to a purchaser of a home which would be the subject of coverage under this Agreement.

**“Home Seller”** refers to a seller of a home which would be the subject of coverage under this Agreement.

**“Monthly Plan”** refers to a plan with a monthly recurring term of coverage.

**“Order Date”** refers to the date that You submitted Your Agreement Fee for processing by Us.

**“Qualified Comprehensive Protection Plan”** means that this agreement is a qualified, comprehensive home warranty that offers: structural, sewage ejector pump, plumbing regulator, septic pumping, and doorbell and complies with all retention reduction endorsements with certain real estate errors and omissions insurance policy endorsements including without limitation the retention reduction endorsements filed with the California Department of Insurance under SERFF Tracking Number: [●].

**“Primary Purpose”** refers to a Covered Item’s primary operating function. An example of a failure that does not affect the primary operating function is a failed light bulb or ice maker in a refrigerator.

**“Replace” or “Replacement”** of a Covered Item means for clothes dryer, clothes washer, built-in microwave, oven/range/cooktop, dishwasher, refrigerator, and garbage disposal, We are responsible only for replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. For all other Covered Items, We will replace with builder’s standard grade equipment that is the basic option that typically comes in standard sizes, colors, and standard configurations designed to fit most homes. We shall not be responsible for costs of equipment or labor in excess of builder’s standard grade equipment.

**“Service Costs”** refer to any costs incurred by Us for access, diagnosis, repair and/or Replacement during the term of Your Fixed-Term Plan or, in the case of Monthly Plans, each respective 12-month period beginning on the Order Date or Your coverage effective date (whichever is later).

**“Service Fee”** refers to the amount You will have to pay to a Service Provider when You make a request for service.

**“Service Provider”** refers to a qualified service contractor within Our network that complete work under this Agreement. Service Providers are third parties not employees of Ours.

**“You or “Your”** refers to the Agreement holder(s).

#### L. MISCELLANEOUS STATE PROVISIONS

**1. Payment and Late Payment:** You agree to have the credit card, debit card or other authorized payment source (the “Payment Source”) used for Your Agreement Fee, kept on file to automatically charge in advance of the first day of each installment billing period following Your initial payment or any installment or for a renewal payment. If Your Payment Source cannot be charged for any reason, and You have not otherwise made the appropriate installment or renewal payment on time, Your coverage will cease from the due date. We have the right, but not the obligation, to accept any late payment and allow Your coverage to continue from the date of late payment.

**2. Privacy Notice:** For information regarding Your privacy rights including, but not limited to, Your rights under the California Consumer Privacy Act of 2018 please visit: <https://www.choicehomeserviceclub.com/privacy-policy>.

We offer service agreements which are not warranties.

THIS IS NOT A CONTRACT OF INSURANCE.

## HOME MAINTENANCE TIPS

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



### WINTER

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



### SPRING

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



### SUMMER

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



### FALL

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



## Available Coverage for Buyers - 13 months

	ELITE (Choice Ultimate)*	EDGE (Choice Plan)
<b>\$75 Service Call Fee</b>		
Single-Family Home (under 5,000 sq. ft.)	\$710	\$400
Townhome/Condo/Mobile Home	\$660	\$365
<b>Systems &amp; Appliances</b>	<b>Buyer</b>	<b>Buyer</b>
Heating	•	•
Geothermal Heat Pump	•	•
Ductwork	•	•
Electrical System	•	•
Garage Door Openers	•	•
Attic, Ceiling & Exhaust Fans	•	•
Re-Key	•	•
Plumbing System	•	•
Plumbing Stoppages	•	•
Water Heater	•	•
Sump Pump (permanently installed)	•	•
Dishwasher	•	•
Oven/Range/Cooktop	•	•
Built-In Microwave	•	•
Garbage Disposal	•	•
Trash Compactor	•	•
Mismatched Conditions*	•	
Improper Installation/Repair/Modifications*	•	
Plumbing Enhancements*	•	
Heating & Air Conditioning Enhancements*	•	\$100
Appliances Enhancements*	•	
Permit Fees*	•	
Code Violations*	•	
Haul Away Services*	•	
Financial Shield†	•	N/A
Central Air Conditioning	•	\$80
Water Softener	•	\$40
Clothes Washer & Dryer	•	\$85
Kitchen Refrigerator	•	\$60
Limited Roof Leak	•	\$100
Central Vacuum	\$40	\$40
Additional Refrigerator/Stand-alone Freezer	\$55	\$55
Undercounter Ice Maker	\$50	\$50
Septic System & Pumping	\$150	\$150
Structural Option	\$200	\$200
Well Pump	\$90	\$90
Pool and/or Spa Equipment	\$190	\$190
Smart Home Option	\$125	\$125
Irrigation System	\$90	\$90
Guest House/ADU	\$250	\$250
Outdoor Kitchen	\$125	\$125
Beverage/Wine Cooler	\$50	\$50
External Water Line	\$125	\$125
External Sewer and Septic	\$125	\$125
Non-Covered Charge Enhancement	\$100	\$100
Mobile Handset Protection	\$180	\$180
Homes 5,000 to 7,499 sq. ft.	\$400	\$400
Homes >7,500 sq. ft.	Call for a Quote	Call for a Quote
<b>Plan Levels</b>		
New Construction**	\$710	\$400



### ELITE (Choice Ultimate) Multi-Year Pricing

2 year	\$1,160
3 year	\$1,640
5 year	\$2,550

### Coverage for Sellers

<b>ELITE (Ultimate)</b>	\$1.95/day
<b>EDGE (Plan)</b>	\$1.10/day
Central AC	\$0.22/day
Premium Upgrade	\$0.27/day
Washer/Dryer	\$0.23/day
Refrigerator	\$0.16/day

Connect with us  
24 hours a day,  
7 days a week

1-888-275-2980  
CHWPro.com

\* See page 7 for a more detailed list of enhancements.

\*\*Years 2&3 only – Contract will go into effect 365 days after closing. Options will be charged at normal pricing/year.

† 12 months free. Email, telephone, and enrollment required.

### 1. Address to be Covered

Street Address \_\_\_\_\_ Unit # \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 REAL ESTATE COMPANY \_\_\_\_\_ Phone # \_\_\_\_\_  
 Referring Agent \_\_\_\_\_ Representing  Buyer  Seller Email \_\_\_\_\_  
 OTHER BROKER COMPANY (if applicable) \_\_\_\_\_ Phone # \_\_\_\_\_  
 Agent \_\_\_\_\_ Representing  Buyer  Seller Email \_\_\_\_\_  
 CLOSING COMPANY \_\_\_\_\_ Closing Officer's Name \_\_\_\_\_  
 Closing Officer's Email \_\_\_\_\_ Office Phone # \_\_\_\_\_  
 Estimated Close Date \_\_\_\_\_ File # \_\_\_\_\_  
 BUYER'S Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_  
 SELLER'S Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

### 2. Select Coverage & Options \$75 Service Call Fee – Prices listed are for homes under 5,000 sq. ft.

#### ELITE (CHOICE ULTIMATE)

##### Buyer's Coverage

###### Single-Family Home

- 13 mo. \$710     2 Year \$1160  
 3 Year \$1640     5 Year \$2550

###### Condo/Townhome/Mobile Home

- 13 mo. \$660     2 Year \$710  
 3 Year \$1640     5 Year \$1525

\* See page 7 for a more detailed list of enhancements

###### Multiple Units

*Buyer's coverage only.  
 Not available for New Construction.*

- Duplex    Additional \$250 per year  
 Triplex    Additional \$350 per year  
 Fourplex    Additional \$450 per year

#### Optional Coverage (per year)

Seller's optional coverage requires the purchase of buyer's coverage.

##### For Seller (Seller's coverage maximum 180 days)

- Elite (Choice Ultimate)    \$1.95/day  
 Edge (Choice Plan)    \$1.10/day

##### For Buyer

- Central Vacuum    \$40  
 Additional Refrigerator/Stand-alone Freezer    \$55  
 Undercounter Ice Maker    \$50  
 Septic System & Pumping    \$150  
 Structural Option    \$200  
 Well Pump    \$90  
 Pool and/or Spa Equipment \*    \$190  
 Smart Home Option    \$125  
 Irrigation System    \$90  
 Guest House/ADU    \$250  
 Outdoor Kitchen    \$125  
 Beverage/Wine Cooler    \$50  
 External Water Line    \$125  
 External Sewer and Septic    \$125  
 Mobile Handset Protection    \$180  
 Homes 5,000 to 7,499 sq. ft.    \$400

(Includes Salt Water Pool/Spa Equipment. No Additional Charge for Common Pool/Spa Equipment)

#### EDGE (CHOICE PLAN)

##### Buyer's Coverage

###### Single-Family Home

- 13 mo. \$400     2 Year \$710  
 3 Year \$1010     5 Year \$1525

###### Condo/Townhome/Mobile Home

- 13 mo. \$365     2 Year \$710  
 3 Year \$1010     5 Year \$1525

###### Multiple Units

*Buyer's coverage only.  
 Not available for New Construction.*

- Duplex    Additional \$230 per year  
 Triplex    Additional \$330 per year  
 Fourplex    Additional \$430 per year

##### EDGE (Choice Plan) Only

- Central Air Conditioning    \$80  
 Water Softener    \$40  
 Clothes Washer & Dryer    \$85  
 Kitchen Refrigerator    \$60  
 Premium Upgrade    \$100  
 Limited Roof Leak    \$100

### 3. Acceptance or Waiver

- I ACCEPT the home warranty coverage and options I have marked above.  
 I DECLINE the benefits of this coverage. I agree not to hold the above real estate company, broker and/or agents liable for the repair or replacement of a system or appliance that would otherwise have been covered by this plan.

Signature \_\_\_\_\_

Date \_\_\_\_\_

PLAN TOTAL	\$ _____
Optional Coverage Total	\$ _____
<b>TOTAL COST</b>	<b>\$ _____</b>

Connect with us 24 hours a day, 7 days a week  
**1-888-275-2980**  
**CHWPro.com**

The real estate agent offering this program does so as a service to protect their client's best interest. They receive no direct commission or compensation from Choice Home Warranty.

Agents: Please give your client a sample contract. Contract will be sent to the buyer upon receipt of payment by Choice Home Warranty.

# CHOICE



## Home Warranty

### E&O Qualified Plans



Scan the QR Code for  
Our Digital Brochure

2147 Route 27 South, Edison, NJ 08817

Toll Free: **888-275-2980**

[info@CHWPro.com](mailto:info@CHWPro.com)

[CHWPro.com](http://CHWPro.com)



See Our Review On  
 TRUSTPILOT



Issued and offered by Home Services Club of California, Inc.  
8910 University Center Lane, Suite 400, San Diego, CA 92122