

# CHOICE

## Home Warranty

Never Pay for Covered  
Home Repairs Again

[realtor.choicehomewarranty.com](http://realtor.choicehomewarranty.com)



**888-275-2980**

**Discounts on  
Multi-Year Pricing\***

\* See page 10

Low  
**\$65**  
Service Fee!

# 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., 2004*
- Homes on the market with a home warranty included sell on average 50% faster than homes without. - *National Home Warranty Association*
- Homes with home warranties return a sales price that averages 3% higher. - *Business Week Magazine*
- 8 out of 10 buyers prefer to buy a home with a home warranty. - *Gallup Poll*
- A home system or appliance repair can range from \$65 to \$2,000 and replacement averages \$1,085.  
- *Home Repair and Remodel, Marshall & Swift L.P., 2004*

**At Choice Home Warranty, our focus is on quality... providing quality home-warranty products to our customers, following up with quality customer service when our homeowners contact us, building quality business relationships with our contractors, and ensuring quality work from our contracted technicians.**



#### 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 email us  
24 hours a day, 7 days a week  
**1-888-275-2980**  
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## COMMON HOME WARRANTY QUESTIONS



### 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.

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

Yes, you can purchase a home warranty plan during home ownership. You do not have to be involved in a real estate transaction of any kind.

### 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 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.

### 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?

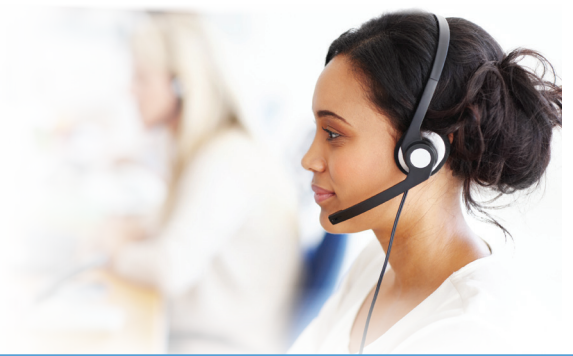
Make one toll-free call to our Claims Department at 1-888-275-2980. Our call center is available 24 hours a day, 7 days a week, 365 days a year. You may also submit claim online.

### Is there a service call fee?

Yes, you are required to pay a \$65 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.



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

Rose B. Massey





## YOUR HOME SERVICE AGREEMENT

Throughout this Agreement the words "We", "Us" and "Our" refer to Choice Home Warranty (CHW), 1090 King George's Post Road, Edison, NJ. 08837.

### A. COVERAGE

During the coverage period, Our sole responsibility will be to arrange for a qualified service contractor ("Service Provider") to repair or replace, at Our expense (up to the limits set forth below), the systems and components mentioned as "Included" in accordance with the terms and conditions of this contract so long as such systems and components:

1. Are located inside the confines of the main foundation of the home or attached or detached garage (with the exception of the exterior pool/spa, well pump, septic tank pumping and air conditioner); and
2. Become inoperative due to normal wear and tear; and
3. Are in place and in proper working order on the effective date of this home warranty contract. It is understood that WE ARE NOT A SERVICE PROVIDER and is not itself undertaking to repair or replace any such systems or components. This contract covers single-family homes (including manufactured homes), new construction homes, condominiums, townhomes, and mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. above 5,000 square feet or multi-unit home) is applied, and appropriate fee is paid. Coverage is for occupied, owned or rented residential property, not commercial property or residences used as businesses, including, but not limited to, day care centers, fraternity/sorority houses, and nursing/care homes. This contract describes the basic coverage and options available. Coverage is subject to limitations and conditions specified in this contract. Please read your contract carefully. NOTE: This is not a contract of insurance.

### B. COVERAGE PERIOD

1. Home Buyer's Coverage: Coverage is normally effective upon close of sale for a one-year term. Your Plan effective date and term may vary. **The Plan fee must be received within 14 days after close of sale. If you take possession prior to close of sale** (or obtain possession through rental or lease agreement), the Plan fee is due upon occupancy and coverage will begin upon receipt of Plan fee by Us. We offer a 60 day grace period from the close of sale during which you may add Optional Coverage.
2. Home Seller's Coverage: Seller's coverage is available only in conjunction with the purchase of coverage for the Home Buyer. Coverage becomes effective the day the application is received by us, and continues until the expiration of the initial listing period (up to 180 days), close of sale, or listing termination; whichever occurs first. Should close of sale not occur in the 180-day period, we may, at our sole discretion, extend the seller's coverage period. **Pre-existing conditions are not covered for the Home Seller.** Known defects of covered items found at the time of home inspection are excluded from coverage until proof of repair or replacement is received by us.
3. Homes Not Going Through a Real Estate Transaction: Coverage starts 30 days after acceptance of application by Us and receipt of applicable contract fees and continues for 365 days from that date. Your coverage may begin before 30 days if We receive proof of prior coverage, showing no lapse of coverage, through another carrier within 15 days of the order date. Please call for a quote. Pre-existing conditions are not covered for homes not going through a real estate transaction.

### C. SERVICE CALLS – TO REQUEST SERVICE: 1-888-531-5403

1. You or your agent (including tenant) must notify the Administrator for work to be performed under this contract as soon as the problem is discovered. We will accept service calls 24 hours a day, 7 days a week, 365 days a year at 1-888-531-5403. Notice of any malfunction must be given to the Administrator prior to expiration of this contract.

2. Upon request for service, The Administrator will contact an authorized Service Provider. The authorized Service Provider will contact You to schedule a mutually convenient appointment during normal business hours. The Administrator will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service. If you should request the Administrator to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees and/or overtime charges.

3. The Administrator has the sole and absolute right to select the Service Provider to perform the service; and We will not reimburse for services performed without prior approval.

4. You will pay a trade service call fee ("Service Fee") per claim of \$65.00 or the actual cost, whichever is less. The Service Fee is for each visit by Our approved Service Provider, except as noted in this Section C (5), and is payable to Our approved Service Provider at the time of each visit. The service fee applies to each call dispatched and scheduled, including but not limited to those calls wherein coverage is included, excluded, or denied. The service fee also applies in the event You fail to be present at a scheduled time, or in the event You cancel a service call at the time a service contractor is in route to your home or at your home. Failure to pay the Service Fee will result in suspension or cancellation of coverage until such time as the proper Service Fee is paid. At that time, coverage may be reinstated; however, the contract period will not be extended.

5. If service work performed under this contract should fail, then We will make the necessary repairs without an additional trade service call fee for a period of 90 days on parts and 30 days on labor.

### D. COVERAGE (COVERAGE DEPENDANT ON PLAN)

#### 1. CLOTHES DRYER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Venting - Lint screens - Knobs and dials - Doors - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

#### 2. CLOTHES WASHER

INCLUDED: All components and parts, except:

EXCLUDED: Noise - Plastic mini-tubs - Soap dispensers - Filter screens - Knobs and dials - Door seals - Hinges - Glass - Leveling and balancing - Damage to clothing.

#### 3. KITCHEN REFRIGERATOR

NOTE: Must be located in the kitchen.

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Line restrictions - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Wine coolers or mini refrigerators - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and internet connection components.

#### 4. AIR CONDITIONING/COOLER

NOTE: Not exceeding 5 (five) ton capacity and designed for residential use.

INCLUDED: Ducted electric central air conditioning ducted electric wall air conditioning. All components and parts, for units below 14 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 14 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: Gas air conditioning systems - Condenser casings - Registers and Grills - Filters - Electronic air cleaners - Window units - Non-ducted wall units - Water towers - Humidifiers - Improperly sized units - Chillers - All exterior condensing, cooling and pump pads - Roof mounts, jacks, stands or supports - Condensate pumps - Commercial grade equipment - Cost for crane rentals - Air conditioning with mismatched condensing

unit and evaporative coil per manufacturer specifications - Improper use of metering devices - Thermal expansion valves - Leak detections - Water leaks - Maintenance - Noise. We are not responsible for the costs associated with matching dimensions, brand or color made. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment.

#### 5. HEATING SYSTEM OR BUILT-IN WALL UNIT

NOTE: Main source of heat to home not to exceed 5 (five) ton capacity and designed for residential use.

INCLUDED: All components and parts necessary for the operation of the heating system. For units below 14 SEER and when We are unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, repair/replacement will be performed with 14 SEER equipment and/or 7.7 HSPF or higher compliant, except:

EXCLUDED: All components and parts relating to geothermal, water source heat pumps including: outside or underground piping, components for geothermal and/or water source heat pumps, redrilling of wells for geothermal and/or water source heat pumps, and well pump and well pump components for geothermal and/or water source heat pumps. Access - Radiators or valves - Baseboard casings - Radiant heating - Dampers - Valves - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters - Line dryers and filters - Oil filters, nozzles, or strainers - Registers - Backflow preventers - Evaporator coil pan - Primary or secondary drain pans - Grills - Clocks - Timers - Add-ons for zoned systems - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Mismatched systems - Chimneys - Pellet stoves - Cable heat (in ceiling) - Wood stoves (even if only source of heating) - Calcium build-up - Maintenance. **NOTE: We will pay no more than \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating systems.**

#### 6. DUCTWORK

INCLUDED: Duct from heating unit to point of attachment at registers or grills, except:

EXCLUDED: Registers and grills - Insulation - Asbestos-insulated ductwork - Vents, flues and breaching - Ductwork exposed to outside elements - Improperly sized ductwork - Separation due to settlement and/or lack of support - Damper motors - Diagnostic testing of, or locating leaks to ductwork, including but not limited to, as required by any federal, state or local law, ordinance or regulation, or when required due to the installation or replacement of system equipment. We will provide access to ductwork through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. **With respect to concrete covered, embedded, encased, or otherwise inaccessible ductwork, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement.** Our authorized Service Provider will close the access opening and return to a rough finish condition, subject to the \$500 limit indicated. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors.

#### 7. WATER HEATER (Gas and/or Electric)

INCLUDED: All components and parts, including circulating pumps, except:

EXCLUDED: Access - Insulation blankets - Pressure reducing valve - Sediment build-up - Vents and flues - Thermal expansion tanks - Low boy and/or Squat water heaters - Solar water heaters - Solar components - Fuel, holding or storage tanks - Noise - Energy management systems - Commercial grade equipment and units exceeding 75 gallons - Drain pans and drain lines - Tankless water heaters.

#### 8. ELECTRICAL SYSTEM

INCLUDED: All components and parts, except:

EXCLUDED: Fixtures - Carbon monoxide alarms, smoke detectors, detectors or related systems - Intercoms and door bell systems associated with intercoms - Inadequate wiring capacity - Solar power systems and panels - Solar Components - Energy Management Systems - Direct current (D.C.) wiring or components - Commercial grade equipment

- Auxiliary or sub-panels - Broken and/or severed wires - Rerunning of new wiring for broken wires - Wire tracing - Damages due to power failure or surge - Circuit Overload. **With respect to concrete covered, embedded, encased, or otherwise inaccessible electrical, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement.**

#### 9. PLUMBING SYSTEM/STOPPAGE

INCLUDED: Leaks and breaks of water, drain, gas, waste or vent lines, except if caused by freezing or roots - Toilet tanks, bowls and mechanisms (replaced with builder's grade as necessary), toilet wax ring seals - Valves for shower, tub, and diverter angle stops, rinses and gate valves - Permanently installed interior sump pumps - Built-in bathtub whirlpool motor and pump assemblies - Stoppages/Clogs in drain and sewer lines up to 100 feet from access point. Mainline stoppages are only covered if there is an accessible ground level clean out, except:

EXCLUDED: Stoppages and clogs in drain and sewer lines that cannot be cleared by cable or due to roots, collapsed, broken, or damaged lines outside the confines of the main foundation (even if within 100 feet of access point) - Access to drain or sewer lines from vent or removal of water closets - Cost to locate, access or install ground level clean out - Slab leaks - Galvanized drain lines - Hose Bibs - Drum traps - Flange - Collapse of or damage to water, drain, gas, waste or vent lines caused by freezing, settlement and/or roots - Faucets, fixtures, cartridges, shower heads & shower arms - Baskets and strainers - Popup assemblies - Bathtubs and showers - Cracked porcelain - Glass - Shower enclosures and base pans - Roman tubs - Bath tub drain mechanisms - Sinks - Toilet lids and seats - Cabling or grouting - Whirlpool jets - Whirlpool control panel - Septic tanks - Sewage ejector pumps - Water softeners - Pressure regulators - Inadequate or excessive water pressure - Flow restrictions in fresh water lines caused by rust, corrosion or chemical deposits - Holding or storage tanks - Saunas and/or steam rooms. NOTE: We will provide access to plumbing systems through unobstructed walls, ceilings or floors, only, and will return the access opening to rough finish condition. Our authorized Service Provider will close the access opening and return it to rough finish condition. We shall not be responsible for payment of the cost to remove and replace any built-in appliances, cabinets, floor coverings or other obstructions impeding access to walls, ceilings, and/or floors. **With respect to concrete covered, embedded, encased, or otherwise inaccessible leaks, We will pay no more than \$500 per contract term for access, diagnosis and repair or replacement.**

#### 10. BUILT-IN MICROWAVE

INCLUDED: All components and parts, except:

EXCLUDED: Doors - Hinges - Handles - Door glass - Lights - Interior linings - Trays - Clocks - Shelves - Portable or counter top units - Arcing - Meat probe assemblies - Rotisseries.

#### 11. OVEN/RANGE/STOVE/COOKTOP (Gas or Electric; Built-in, Portable or Free Standing)

INCLUDED: All components and parts, except:

EXCLUDED: Clocks (unless they affect the cooking function of the unit) - Meat probe assemblies - Rotisseries - Racks - Handles - Knobs - Door seals - Doors - Hinges - Lighting and handles - Glass - Sensi-heat burners will only be replaced with standard burners.

#### 12. DISHWASHER

INCLUDED: All components and parts, except:

EXCLUDED: Racks - Baskets - Rollers - Hinges - Handles - Doors - Door gaskets - Glass - Damage caused by broken glass - Cleaning.

#### 13. TRASH COMPACTOR

INCLUDED: All components that affect the compacting operation of the unit including motor and ram assembly switch.

EXCLUDED: Lock and key assemblies



#### 14. GARBAGE DISPOSAL

INCLUDED: All components and parts, including entire unit, except:

EXCLUDED: Problems and/or jams caused by bones, glass, or foreign objects other than food.

#### 15. CEILING AND EXHAUST FANS

INCLUDED: Motors - Switches - Controls - Bearings - Attic Exhaust Fans - Bathroom Exhaust Fans, except:

EXCLUDED: Fans - Blades - Belts - Shutters - Filters - Lighting. Note: Builder's standard is used when replacement is necessary.

#### 16. GARAGE DOOR OPENER

INCLUDED: All components and parts, except:

EXCLUDED: Garage doors - Hinges - Springs - Sensors - Chains - Travelers - Tracks - Rollers - Remote receiving and/or transmitting devices.

#### 17. ULTIMATE PACKAGE

Includes: **Choice Ultimate with these enhancements:**

**1) Plumbing:** faucets, shower heads, and shower arms replaced with chrome builder's standard, as necessary. Interior hose bibbs. Toilet replacement up to \$600 per toilet, when necessary, including toilet seats and lids.

##### 2) Heating System:

a) disposable filters, heat lamps, and cost related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement of heat pumps.

b) Provide for the use of cranes to complete a heating repair/replacement.

**3) Water Heater:** expansion tanks.

**4) Dishwasher:** baskets, rollers, racks, runner guards.

**5) Oven/Microwave/Range/Cooktop:** racks, handles, knobs, interior lining.

**6) Trash Compactor:** lock and key assemblies, buckets.

**7) Smoke Detector:** both battery operated and hardwired systems.

**8) Garage Door Opener:** hinges, springs, remote transmitters, key pads.

##### 9) Air Conditioner:

a) disposable filters, condensate drain pumps, secondary drain pans, window units, and costs related to refrigerant recapture, reclaim and disposal when required for diagnosis, repair or replacement.

b) Provide for the use of cranes to complete an A/C repair/replacement.

##### 10) Other Enhanced Coverage included in Ultimate Protection:

When required to render a covered repair or replacement, we will:

a) Provide up to \$250 per Plan to correct **code violations**.

b) Provide up to \$250 per occurrence for required **permits**.

c) Provide **haul away** of a covered appliance, system or component when replacing that covered appliance, system or component.

d) Correct an **improper installation/repair/modification** of a system or appliance, or correct any **mismatch** condition in terms of capacity/efficiency in order to ensure system operational compatibility and functionality. 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/cooled. All other terms and conditions of the Plan apply. If the improper installation/repair/modification or mismatch condition is in violation of a code requirement, see 10a above.

#### E. OPTIONAL COVERAGE (Requires Additional Payment)

NOTE: You may purchase any Optional Coverage for up to 30 days after commencement of Coverage. However, Coverage shall not commence until receipt of payment by Us and such Coverage shall expire upon expiration of Coverage period in Section II.

##### 1. POOL AND/OR SPA EQUIPMENT

INCLUDED: Both pool and built-in spa equipment (exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. Coverage applies to above ground, accessible working components and parts of the heating, pumping and filtration system as follows: Heater - Pump - Motor - Filter - Filter timer - Gaskets - Blower - Timer - Valves, limited to back flush, actuator, check, and 2 and 3-way valves - Relays and switches - Pool sweep motor and pump - Above ground plumbing pipes and wiring, except:

EXCLUDED: Portable or above ground pools/spas - Control panels and electronic boards - Lights - Liners - Maintenance - Structural defects - Solar equipment - Jets - Ornamental fountains, waterfalls and their pumping systems - Pool cover and related equipment - Fill line and fill valve - Built-in or detachable cleaning equipment such as, but not limited to, pool sweeps, pop up heads - Turbo valves, skimmers, chlorinators, and ionizers - Fuel storage tanks - Disposable filtration mediums - Cracked or corroded filter casings - Grids - Cartridges - Heat pump. **We will pay no more than \$1500 per contract term for access, diagnosis and repair and/or replacement.**

##### 2. WELL PUMP

INCLUDED: All components and parts of well pump utilized for main dwelling only, except:

EXCLUDED: Holding or storage tanks - Digging - Locating pump - Pump retrieval - Redrilling of wells - Well casings - Pressure tanks - Pressure switches and gauges - Check valve - Relief valve - Drop pipe - Piping or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump - Booster pumps - Well pump and well pump components for geothermal and/or water source heat pumps. **We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.**

##### 3. CENTRAL VACUUM

INCLUDED: All mechanical system components and parts, except:

EXCLUDED: Ductwork - Hoses - Blockages - Accessories.

##### 4. LIMITED ROOF LEAK (Single Family Homes Only)

INCLUDED: Repair of shake, shingle, and composition roof leaks over the occupied living area.

EXCLUDED: Porches - Patios - Cracked and/or missing material - Foam roofs - Tar and gravel or metal roof - Cemwood shakes - Masonite shingles - Flat or built-up roof - 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 roof replacement - Preventative maintenance. **We will pay no more than \$500 per contract term 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.

##### 5. STAND ALONE FREEZER

INCLUDED: All parts and components that affect the operation of the unit, except:

EXCLUDED: Ice-makers, crushers, dispensers and related equipment - Internal shell - Racks - Shelves - Glass displays - Lights - Knobs and caps - Dials - Doors - Door seals and gaskets - Door hinges - Door handles - Glass - Condensation pans - Clogged drains and clogged lines - Grates - Food spoilage - Freon - Disposal and recapture of Freon.





## 6. ADDITIONAL REFRIGERATOR

INCLUDED: All components and parts, including integral freezer unit, except:

EXCLUDED: Racks - Shelves - Lighting and handles - Freon - Ice makers, ice crushers, beverage dispensers and their respective equipment - Water lines and valve to ice maker - Line restrictions - Leaks of any kind - Interior thermal shells - Freezers which are not an integral part of the refrigerator - Food spoilage - Doors - Door seals and gaskets - Hinges - Glass - Audio/Visual equipment and internet connection components.

## 7. SEPTIC SYSTEM

INCLUDED: Sewage ejector pump - Jet pump - Aerobic pump - Septic tank and line from house.

EXCLUDED: Leach lines - Field lines - Lateral lines - Tile fields and leach beds - Insufficient capacity - Clean out - Pumping. **We will pay no more than \$500 per contract term for access, diagnosis and repair and/or replacement.**

## 8. SEPTIC TANK PUMPING

INCLUDED: Main line stoppages/clogs (one time only, and must have existing access or clean out). If a stoppage is due to a septic tank back up, then we will pump the septic tank one time during the term of the plan.

Coverage can only become effective if a septic certification was completed within 90 days prior to close of sale. We reserve the right to request a copy of the certification prior to service dispatch.

EXCLUDED: The cost of gaining or finding access to the septic tank and the cost of sewer hook ups - Disposal of waste - Chemical treatments - Tanks - Leach lines - Cess pools - Mechanical pumps/systems. **Limited to a total of \$200 maximum.**

## F. LIMITATIONS OF LIABILITY

1. We will pay no more than \$500 per contract term for providing access to or closing access from any covered item which is concrete-encased or otherwise obstructed or inaccessible. At times it is necessary to open walls or ceilings to make repairs. The Service Provider obtained by We will close the opening, and return to a rough finish condition. We are not responsible for restoration of any wall coverings, floor coverings, plaster, cabinets, counter tops, tiling, paint, or the like.

2. We are not responsible for the repair of any cosmetic defects or performance of routine maintenance.

3. Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.

4. You may be charged an additional fee by the Service Provider to dispose of an old appliance, system or component, including, but not limited to the following items: condensing units, evaporator coils, compressors, capacitors, refrigerators, freezers, water heaters, and any system or appliance which contains dangerous or hazardous materials, unless the COVERAGE UPGRADE PLAN has been purchased.

5. We are not liable for service involving hazardous or toxic materials including but not limited to mold, lead paint, or asbestos, nor costs or expenses associated with refrigerant recovery, recycling, reclaiming or disposal. We are not liable for any failure to obtain timely service due to conditions beyond Our control, including, but not limited to, labor difficulties or delays in obtaining parts or equipment.

6. We are not liable for repair of conditions caused by chemical or sedimentary build up, mildew, mold, misuse or abuse, failure to clean or maintain as specified by the equipment manufacturer, missing parts, structural changes, fire, freezing, electrical failure or surge, water damage, lightning, mud, earthquake, soil movement, soil settlement, settling of home, storms, accidents, pest damage, acts of God, or failure due to excessive or inadequate water pressure.

7. We have the sole right to determine whether a covered system or appliance will be repaired or replaced. We are responsible for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. We are 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. We reserve the right to locate parts at any time. For the first 30 days of the contract period, We are not liable for replacement of entire systems or appliances due to obsolete, discontinued or unavailability of one or more integral parts. However, We will provide reimbursement for the costs of those parts determined by reasonable allowance for the fair value of like parts. We reserve the right to rebuild a part or component, or replace with a rebuilt part or component.

8. We are not liable for repairs related to costs of construction, carpentry or other incidental costs associated with alterations or modifications of appliances, components or installation of different equipment and/or systems. Except as required to maintain compatibility with equipment manufactured to be 14 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for providing upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component/part, including but not limited to efficiency as mandated by federal, state or local governments.

9. We are not responsible for repairs related to inadequacy, lack of capacity, improper installation, mismatched systems, oversized systems, undersized systems, previous repair or design, manufacturer's defect, and any modification to the system or appliance.

10. We are not liable for normal or routine maintenance. We will not pay for repairs or failures that result from the Contract holder's failure to perform normal or routine maintenance. For example, you are responsible for providing maintenance and cleaning pursuant to manufacturers' specifications, such as periodic cleaning of heating and air conditioning systems, evaporator coils and condenser coils, as well as periodic filter replacement.

11. We are not liable for the repair or replacement of commercial grade equipment, systems or appliances. **We shall pay no more than \$2,500 in aggregate for professional series or like appliances such as, but not limited to, brand names such as Sub Zero, Viking, Wolf, Bosch, Jenn-Air, GE Monogram, Thermador, and etc.**

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

13. We are not responsible for any repair, replacement, installation, or modification of any covered system or appliance arising from a manufacturer's recall or defect of said covered items, nor any covered item while still under an existing manufacturer's, distributor's, or in-home warranty.

14. We reserve the right to offer cash back in lieu of repair or replacement in the amount of Our actual cost (which at times may be less than retail) to repair or replace any covered system, component or appliance.

15. We are not responsible for the repair or replacement of any system or appliance or component or part thereof that has been previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer and for which either has issued, or issues, a warning or recall, or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials, formula, manufacturing process or other manufacturing defect.



16. 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 consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this agreement is recovery of the cost of the required repair or replacement, whichever is less. You agree that, in no event, will Our liability exceed \$5000 per contract item for access, diagnosis and repair or replacement.

## G. Mediation

**In the event of a dispute over claims or coverage you agree to file a written claim with Us and allow Us thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration in the State of New Jersey.**

Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

1. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association in the state of New Jersey under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

2. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$1500 per claim, but in no event attorneys' fees.

3. Under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of this Agreement, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New Jersey.

## H. 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.

## I. BUILDING AND ZONING CODE REQUIREMENTS OR VIOLATIONS

1. We will not contract for services to meet current building or zoning code requirements or to correct for code violations, nor will it contract for services when permits cannot be obtained. We will not pay for the cost to obtain permits.

2. Except as required to maintain compatibility with equipment manufactured to be 13 SEER and/or 7.7 HSPF or higher compliant, We are not responsible for upgrade or additional costs or expenses that may be required to meet current building or zoning code requirements or correct for code violations. This includes city, county, state, federal and utility regulations and upgrades required by law.

## J. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. If the contract is for duplex, triplex, or fourplex dwelling, then every unit within such dwelling must be covered by Our contract with applicable optional coverage for coverage to apply to common systems and appliances.

2. If this contract is for a unit within a multiple unit of 5 or more, then only items contained within the confines of each individual unit are covered. Common systems and appliances are excluded.

3. Except as otherwise provided in this section, common systems and appliances are excluded.

## K. TRANSFER OF CONTRACT & RENEWALS

1. If your covered property is sold during the term of this contract You must notify Us of the change in ownership and submit the name of the new owner by phoning 1-888-531-5403 in order to transfer coverage to the new owner.

2. You may transfer this contract at any time. There is no fee to transfer contract.

3. This contract may be renewed at Our option and where permitted by state law. In that event You will be notified of the prevailing rate and terms for renewal.

4. If You select the monthly payment option and We elect to renew your contract, We will notify You of applicable rate and terms of renewal during the tenth month of your contract. You will automatically be renewed for a monthly coverage period unless You notify Us in writing 30 days prior to the expiration of the contract. Your first payment for the next contract term will be construed as authorization for month-to-month charges.

## L. CANCELLATION

This is a maintenance agreement for repair, replacement, or partial replacement of the products listed that are deemed manufactured or sold by the manufacturer. This is not a contract of insurance, residential service, warranty, extended warranty, or implied warranty. You may cancel within the first 30 days of the order date for a refund of the paid contract fees, less any service costs incurred by Us.

This contract shall be non-cancelable by Us except for:

1. Nonpayment of contract fees;

2. Nonpayment of Service Fee, as stated in Section III;

3. Fraud or misrepresentation of facts material by You to the issuance of this contract;

4. Mutual agreement of Us and You. If canceled after 30 days, You shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less any service costs incurred by Us.

**Sample contract. Actual terms vary by State.**





## 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 lightening, 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.

“

*Great warranty service! Repair was done the next day, switched from another warranty service, because the price and service are better!*”

Lei Tasha Tucker



### 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.



### Free Home Maintenance Checklist

- ✓ Essential monthly and quarterly tasks to keep your home in top shape.
- ✓ Convenient! Email to yourself or share with a friend.
- ✓ Sign up for reminders and never forget an important maintenance task again.



# Available Coverage for Buyers & Sellers

## THE CHOICE IS YOURS!



Single-Family Home (under 5,000 sq. ft.)		Choice Ultimate*	Choice Plus	Choice Plan
\$65 Service Call Fee		\$550	\$500	\$420
<b>Systems &amp; Appliances</b>		<b>Buyer</b>	<b>Buyer</b>	<b>Buyer</b>
SYSTEMS	Heating	•	•	•
	Central Air Conditioning	•	•	•
	Ductwork	•	•	•
	Electrical System	•	•	•
	Garage Door Openers	•	•	•
	Attic, Ceiling & Exhaust Fans	•	•	•
PLUMBING	Plumbing System	•	•	•
	Plumbing Stoppages	•	•	•
	Water Heater	•	•	•
	Sump Pump (permanently installed)	•	•	•
APPLIANCES	Dishwasher	•	•	•
	Oven/Range/Cooktop	•	•	•
	Built-In Microwave	•	•	•
	Garbage Disposal	•	•	•
	Trash Compactor	•	•	•
ULTIMATE PACKAGE	Clothes Washer & Dryer	•	•	N/A
	Kitchen Refrigerator	•	•	N/A
	Plumbing Upgrade*	•	N/A	N/A
	Heating & Air Conditioning Upgrade*	•	N/A	N/A
	Appliances Upgrade*	•	N/A	N/A
	Permit Fees*	•	N/A	N/A
	Code Violations*	•	N/A	N/A
	Haul Away Services*	•	N/A	N/A
	Improper Installation/Repair/Modifications*	•	N/A	N/A
	Mismatched Conditions*	•	N/A	N/A
OPTIONS	Limited Roof Leak	\$60	\$60	\$60
	Central Vacuum	\$30	\$30	\$30
	Additional Refrigerator	\$35	\$35	\$35
	Septic System	\$100	\$100	\$100
	Septic Pumping	\$65	\$65	\$65
	Well Pump	\$80	\$80	\$80
	Pool and/or Spa Equipment	\$160	\$160	\$160

Seller
\$60
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**Choice Ultimate Multi-Year Pricing**

2 Year	\$950
3 Year	\$1350
5 Year	\$2100

**Low \$65 Service Fee!**

\* See page 5 for a more detailed list of enhancements.



# APPLICATION

## 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 \_\_\_\_\_  
Office Phone # \_\_\_\_\_ Estimated Close Date \_\_\_\_\_ File # \_\_\_\_\_  
BUYER'S Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_  
SELLER'S Name \_\_\_\_\_ Phone # \_\_\_\_\_ Email \_\_\_\_\_

## 2. Select Coverage & Options \$65 Service Call Fee – Prices listed are for homes under 5,000 sq. ft.

### CHOICE ULTIMATE

#### Buyer's/Seller's Coverage

Single-Family Home  1 Year \$550  2 Year \$950  
 3 Year \$1350  5 Year \$2100

#### 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

See page 5 for a more detailed list of enhancements.

### Optional Coverage (per year)

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

**For Seller** Seller's coverage maximum 180 days.

Heating, Central Air Conditioning and Ductwork \$60

#### For Buyer

Limited Roof Leak \$60  
 Central Vacuum \$30  
 Additional Refrigerator \$35  
 Septic System \$100  
 Septic Pumping \$65  
 Well Pump \$80  
 Pool and/or Spa Equipment  
(Includes Salt Water Pool/Spa Equipment.  
No additional charge if separate equipment.) \$160

PLAN TOTAL \$ \_\_\_\_\_

Optional Coverage Total \$ \_\_\_\_\_

**TOTAL COST** \$ \_\_\_\_\_

### CHOICE PLUS

#### Buyer's/Seller's Coverage

Single-Family Home  1 Year \$500  2 Year \$900  
 3 Year \$1300  5 Year \$2050

#### 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

### CHOICE PLAN

#### Buyer's/Seller's Coverage

Single-Family Home  1 Year \$420  2 Year \$800  
 3 Year \$1170  5 Year \$1825

#### 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

Call or email us  
24 hours a day,  
7 days a week  
1-888-275-2980



realtor.choicehomewarranty.com

## 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 \_\_\_\_\_

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.

Confirmation # \_\_\_\_\_





**TOP RATED**  
Nationally by Consumers on  
CONSUMERAFFAIRS.COM

 **TRUSTPILOT**  
  
"EXCELLENT"



**CHOICE**   
Home Warranty

1090 King Georges Post Rd ■ Edison, NJ 08837  
Toll Free: 888-275-2980 ■ Fax: 732-520-6461  
info@choicehomewarranty.com

[realtor.choicehomewarranty.com](http://realtor.choicehomewarranty.com)