



REAL ESTATE HOME WARRANTY PLANS

THE RIGHT PLAN MAKES ALL THE DIFFERENCE.

Be confident and in control with American Home Shield.



Coverage designed to simplify homeownership.

Different homes have different needs, so we offer three real estate warranty plans to fit every home and budget. Choose the one that works best for you and your new home, and move in with confidence.

ShieldEssentialSM includes covered parts of many major home systems, like HVAC, electrical, and plumbing, plus a variety of additional home items.

ShieldPlusSM includes all systems in the **ShieldEssential** plan, plus many major appliances like your clothes washer, dryer, refrigerator, stove, and more.

OUR MOST COMPREHENSIVE COVERAGE

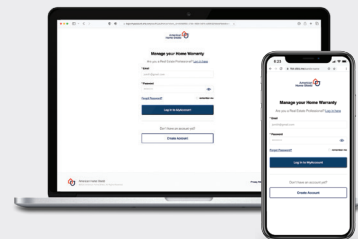
ShieldCompleteSM includes all systems and appliances in the **ShieldEssential** and **ShieldPlus** plans, plus additional items — **one free HVAC tune-up,* modifications coverage up to \$1,000, roof leak repair coverage up to \$1,000,** unlimited refrigerant and more.**

Sign up for coverage and become a member today.

Talk to your real estate professional about joining American Home Shield. Once you become a member, register for MyAccount to manage your home warranty plan online at ahs.com/my-account.

MyAccount makes it easy to:

- ✔ SUBMIT A SERVICE REQUEST ONLINE 24/7
- ✔ MANAGE YOUR HOME WARRANTY
- ✔ VIEW YOUR CONTRACT AND MANAGE PAYMENTS
- ✔ RENEW COVERAGE ONLINE
- ✔ CHECK THE STATUS OF SERVICE REQUESTS
- ✔ AND MORE!



Real estate professionals can place orders on behalf of clients by registering for Partner Portal at pro.ahs.com.

For sales info, call **800.735.4663**, ext. 1.

See state-specific product and pricing flyer for more information.

See the plan contract at ahs.com/contracts for coverage details, including service fees, limitations and exclusions. Charges for non-covered items may apply.

*Tune-ups are available seasonally (spring: A/C; fall: heating) and offered by a third party. Your first tune-up of one unit is included for free per contract term. Service dates are limited and may vary based upon location. For buyer use only.

**Roof leak repair coverage not available for condos/townhomes/mobile homes. For buyer use only.





When your home systems and appliances break, your budget won't.

WHAT IS A HOME WARRANTY?

A home warranty is a one-year service agreement that covers the cost to repair or replace parts of home systems and appliances that break down over time.

WHAT TYPES OF HOMES WILL A HOME WARRANTY COVER?

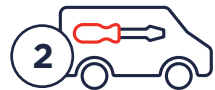
We cover single-family homes, older homes, condos, townhomes, duplexes, triplexes, and fourplexes, new construction, and mobile homes.*

HOW DOES A HOME WARRANTY WORK?

With coverage from American Home Shield, you know exactly what to do when things go wrong. It's as simple as this:



1 Request service online at [ahs.com](https://www.ahs.com) or by phone at 800.776.4663. Pay your Trade Service Call Fee.



2 We assign a local, qualified contractor.



3 Your covered home system or appliance is repaired or replaced.

DO I NEED A HOME WARRANTY?

We think so. In fact, 1 in 4 new home buyers use their home warranty within the first 60 days of coverage.

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.

See the plan contract at [ahs.com/contracts](https://www.ahs.com/contracts) for coverage details, including service fees, limitations and exclusions. Charges for non-covered items may apply. *Subject to 10,000 sq. ft. maximum.



Seller Coverage Option

For up to six months while the home is on the market, sellers can get coverage for the same home systems and items (excluding rekey) included in ShieldEssential. No payment is due until the home closes.

Note: The Seller Coverage Option can be a great negotiating tool in real estate transactions when submitting offers or negotiating home inspection issues.*

*Coverage available for undetectable, pre-existing breakdowns. Subject to a \$1,500 cap during the listing period. Renewable upon review at the discretion of American Home Shield after 6-month period, up to 12 months..

Included in every plan: Our Livable and Forgivable Coverage



This means you'll get coverage for things that aren't automatically included in many home warranty plans.

We cover breakdowns due to:

- ✔ Normal wear and tear — no matter the age of the item
- ✔ Insufficient maintenance
- ✔ Rust, corrosion, or sediment
- ✔ Improper installations or repairs
- ✔ Mismatched HVAC systems

And includes things like:

- ✔ Undetectable, pre-existing breakdowns
- ✔ Removal of defective equipment
- ✔ Refrigerant recapture, reclaim, and disposal
- ✔ Permits and any correction of code violations (\$250 or more per agreement term when required during a covered repair or replacement)



30-DAY WORKMANSHIP GUARANTEE

With our 30-day workmanship guarantee, if you have an issue with your completed repair within 30 days of service, we'll send a contractor back out for no additional cost.

Homeowners get more with American Home Shield.

You can add coverage to any plan to meet the needs of your new home, and you don't have to experience a breakdown to begin using your home warranty. Put your plan to work immediately by taking advantage of special member offers and discounts that make homeownership easier.

ADDITIONAL COVERAGE

- + Seller Coverage*
- + Roof Leak Repair** (included in plan price of ShieldComplete, and can be added to other plans)
- + Electronics Protection Plan†
- + Well Pump
- + Septic System Pumping and Septic Sewage Ejector Pump
- + Pool/Spa Equipment
- + Guest Unit
- + And more



SPECIAL MEMBER OFFERS

- ✔ Smart Home Tech Installation and Setup Services**
- ✔ Pre-season HVAC Tune-ups† (one free tune-up included in ShieldComplete)
- ✔ And more

Building a home?

NEW CONSTRUCTION PLAN

Stay covered from years two through five after the builder's warranty expires. This plan can also be purchased anytime within the first year after closing on new construction.

Additional Coverage and Special Member Offers are not included in the Seller Coverage Option. For buyer use only.

***Seller Coverage Option:** Subject to a \$1,500 cap during the listing period. Renewable upon review at the discretion of American Home Shield after 6-month period, up to 12 months.

****Roof Leak Repair Coverage:** Not available for condos/townhomes/mobile homes.

†**Electronics Protection Plan:** The Electronics Protection Plan is provided by Allstate Protection Plans and can only be purchased in conjunction with an American Home Shield® home service plan. Plan is subject to a \$2,000 per claim limit and a \$5,000 aggregate claim limit.

****Smart Home Tech Installation and Setup Services:** Smart home tech installation and setup services are provided by a third party. Not available in all areas.

†**Pre-season HVAC Tune-ups:** Tune-ups are available seasonally (spring: A/C; fall: heating) and offered by a third party. With the ShieldComplete plan, your first tune-up of one unit is included for free per contract term. Service dates are limited and may vary based upon location.

NEW JERSEY

COVERAGE OVERVIEW

REAL ESTATE HOME WARRANTY PLANS AND PRICING

Coverage may not be available in all areas.

	BEST COVERAGE			
	Shield Complete SM	Shield Plus SM	Shield Essential SM	Seller Coverage Option
SYSTEMS				
Air Conditioning (including geothermal systems ¹)	●	●	●	●
Heating (including geothermal systems ¹)	●	●	●	●
Plumbing (including stoppages, sump pumps, plumbing sewage ejector pumps)	●	●	●	●
Ductwork	●	●	●	●
Electrical	●	●	●	●
Water Heaters	●	●	●	●
APPLIANCES				
Clothes Washers	●	●		
Clothes Dryers	●	●		
Refrigerators	●	●		
Built-in Microwave Ovens	●	●		
Dishwashers	●	●		
Garbage Disposals	●	●		
Ranges/Ovens/Cooktops	●	●		
ADDITIONAL HOME ITEMS				
Rekey Service ^{**}	●	●	●	
Ceiling Fans	●	●	●	●
Doorbells	●	●	●	●
Garage Door Openers	●	●	●	●
Built-in Exhaust Fan (including bathroom, attic, and whole house fans)	●	●	●	●
Installed Instant Hot/Cold Water Dispensers	●	●		
COVERAGE LIMITS				
<i>Limits shown are available per agreement term.</i>				
HVAC Limit (per system)	\$15,000	\$15,000	\$15,000	\$1,500
Refrigerant (included in the \$15,000 HVAC limit)	Unlimited	\$10/lb covered	\$10/lb covered	\$10/lb covered
Roof Leak Repair	\$1,000	\$1,000 w/Add-on	\$1,000 w/Add-on	—
Appliances (per item)	\$7,000	\$4,000	—	—
Correction of Code Violations, Permits, and Modifications (shared limit for all)	\$1,000	—	—	—
Correction of Code Violations	Included above	\$250	\$250	\$250
Permits	Included above	\$250	\$250	\$250
Modifications	Included above	—	—	—
SPECIAL MEMBER OFFERS				
<i>Fees vary by service and are due at time of request.</i>				
⊕ Smart Home Tech Installation and Setup Services [†]	Available	Available	Available	—
⊕ Pre-season HVAC Tune-ups [‡]	One included	Available	Available	—



Livable and Forgivable Coverage
Included in all plans.

We cover breakdowns due to:

- ⊙ Normal wear and tear — no matter the age of the item
- ⊙ Insufficient maintenance
- ⊙ Rust, corrosion, or sediment
- ⊙ Improper installations or repairs
- ⊙ Mismatched HVAC systems

And include things like:

- ⊙ Undetectable, pre-existing breakdowns
- ⊙ Removal of defective equipment
- ⊙ Refrigerant recapture, reclaim, and disposal
- ⊙ Permits and correction of code violations (\$250 or more per agreement term when required during a covered repair or replacement)

Seller Coverage Option



Cover your home for up to 6 months while it's on the market with all the same home systems and items (excluding rekey service) from the **ShieldEssential** plan. Best of all, no payment is due until the home closes.

NOTE: The Seller Coverage Option can be a great negotiating tool in real estate transactions when submitting offers or negotiating home inspection issues.[§]

[§]Coverage available for undetectable, pre-existing breakdowns.

Subject to a \$1,500 cap during the listing period. Renewable upon review at the discretion of American Home Shield[®] after 6-month period, up to 12 months.

Real estate professionals can order on your behalf by:

1. Visiting pro.ahs.com
2. Calling 800.735.4663, ext. 1
3. Mailing enrollment application with payment:
AHS, P.O. Box 650993,
Dallas, TX 75265-0993
4. Mailing enrollment application without payment:
AHS, 1524 US HWY 30 E,
Carroll, IA 51401

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.

See the plan contract at ahs.com/contracts for coverage details including service fees, limitations and exclusions. Charges for non-covered items may apply. Plan is subject to \$50,000 aggregate limit of liability.

^{*}Subject to an item specific limit of \$2,000.

^{**}Rekey service is an added benefit and may be offered by a third party. For buyer use only.

[†]Smart Home Tech Installation and Setup Services: Smart home tech installation and setup services are provided by a third party. For buyer use only. Not available in all areas.

[‡]Pre-season HVAC Tune-ups: Tune-ups are available seasonally (Spring: A/C; Fall: heating) and offered by a third party. With the ShieldComplete plan, your first tune-up of one unit is included for free per contract term. Service dates are limited and may vary based upon location. For buyer use only.

For Real Estate Professional use in NJ

Trade Service
Call Fee

\$125



PRICING

	BEST COVERAGE						Seller Coverage Option
	ShieldComplete		ShieldPlus		ShieldEssential		
	1 Year	2 Year	1 Year	2 Year	1 Year	2 Year	
Single-family Home (SFH) <i>Rate without A/C</i>	<input type="checkbox"/> \$1,100	<input type="checkbox"/> \$2,200	<input type="checkbox"/> \$835	<input type="checkbox"/> \$1,670	<input type="checkbox"/> \$600	<input type="checkbox"/> \$1,200	<input type="checkbox"/> \$65
Condo/Townhome/Mobile Home <i>Rate without A/C</i>	<input type="checkbox"/> \$880	<input type="checkbox"/> \$1,760	<input type="checkbox"/> \$670	<input type="checkbox"/> \$1,340	<input type="checkbox"/> \$480	<input type="checkbox"/> \$960	<input type="checkbox"/> \$55
New Construction SFH (Years 2-5) <i>Rate without A/C</i>	<input type="checkbox"/> \$975	<input type="checkbox"/> \$1,950	<input type="checkbox"/> \$710	<input type="checkbox"/> \$1,420	<input type="checkbox"/> \$475	<input type="checkbox"/> \$950	<input type="checkbox"/> \$65
New Construction Condo (Years 2-5) <i>Rate without A/C</i>	<input type="checkbox"/> \$780	<input type="checkbox"/> \$1,560	<input type="checkbox"/> \$570	<input type="checkbox"/> \$1,140	<input type="checkbox"/> \$380	<input type="checkbox"/> \$760	<input type="checkbox"/> \$55
	<input type="checkbox"/> \$1,815		<input type="checkbox"/> \$1,380		<input type="checkbox"/> \$990		
	<input type="checkbox"/> \$1,450		<input type="checkbox"/> \$1,100		<input type="checkbox"/> \$790		
	<input type="checkbox"/> \$1,610		<input type="checkbox"/> \$1,170		<input type="checkbox"/> \$785		
	<input type="checkbox"/> \$1,285		<input type="checkbox"/> \$935		<input type="checkbox"/> \$625		

OPTIONAL COVERAGE FOR BUYERS

	SFH/Condo/Townhome/Mobile Home		New Construction (Years 2-5)
	1 Year	2 Year	
Electronics Protection Plan*	<input type="checkbox"/> \$168		
Roof Leak Repair** (included in ShieldComplete)	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200	
Specialty Units† (built-in bar fridges, kegarators, and drawer refrigerators)	<input type="checkbox"/> \$15	<input type="checkbox"/> \$30	<input type="checkbox"/> \$25
Well Pump**	<input type="checkbox"/> \$100	<input type="checkbox"/> \$200	<input type="checkbox"/> \$165
Septic System Pumping and Septic Sewage Ejector Pump**	<input type="checkbox"/> \$75	<input type="checkbox"/> \$150	<input type="checkbox"/> \$125
Pool and Built-in Spa Equipment	<input type="checkbox"/> \$285	<input type="checkbox"/> \$570	<input type="checkbox"/> \$470
Saltwater Pool and Built-in Spa Equipment	<input type="checkbox"/> \$400	<input type="checkbox"/> \$800	<input type="checkbox"/> \$660

NOTE: Unless otherwise noted, all prices shown are for homes under 5,000 sq. ft. To obtain quotes for single-family homes over 5,000 sq. ft., or for guest unit pricing and multiple unit properties (such as duplex, triplex, and four-plexes), please call 800.735.4663.
NOTE: Add tax where required by law. To obtain exact tax amounts, please call 800.735.4663.

ENROLLMENT FORM

PROPERTY INFORMATION

Property Address to be Covered _____

City _____ State _____ ZIP _____

Home Sq. Ft. _____ Listing Expiration Date (if selling) _____

SELLER

First Name _____ Last Name _____

Phone Number _____ Email Address _____

Mailing Address (only if different from covered property) _____

BUYER

First Name _____ Last Name _____

Phone Number _____ Email Address _____

Mailing Address (only if different from covered property) _____

CLOSING COMPANY

Closing Company Name _____ Main Office Phone Number _____

Closing Company Address _____ Fax Phone Number _____

City _____ State _____ ZIP _____

Estimated Closing Date _____ Closing Number _____

Closing Representative Name _____

Closing Rep Email _____

REAL ESTATE COMPANY

Initiating Real Estate Associate Buyer Seller

Real Estate Company _____ Main Office Phone Number _____

Real Estate Office Address _____

Agent Name _____

Agent Mobile Phone Number _____ Agent Email _____

Buyer Home Warranty	\$ _____
Buyer Optional Coverage Total	\$ _____
Seller Coverage Option	\$ _____
Sales Tax	\$ _____
Grand Total	\$ _____

NOTE: Add tax where required by law. To obtain exact tax amounts, please call 800.735.4663.

- I accept the benefits of American Home Shield home warranty coverage.
- I decline the opportunity to purchase American Home Shield home warranty coverage.

Home Buyer or Seller Signature _____ Date _____

I (real estate professional) have presented American Home Shield home warranty coverage to my client.

American Home Shield may provide compensation to real estate brokers and their related companies for services provided in connection with its home warranty program. In connection with the program, a broker may provide information regarding you and your home to American Home Shield. By submitting this Enrollment Form, you authorize the broker to share such information with American Home Shield and authorize American Home Shield to use such information in connection with its program. You are not required to buy a home warranty and, if you want one, you are not required to buy it through a broker or sales associate.

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.

See the plan contract at ahs.com/contracts for coverage details including service fees, limitations and exclusions. Charges for non-covered items may apply. Plan is subject to \$50,000 aggregate limit of liability.

*Electronics Protection Plan: The Electronics Protection Plan is provided by Allstate Protection Plans and can only be purchased in conjunction with an American Home Shield Home Service Plan. Plan is subject to a \$2,000 per claim limit and a \$5,000 aggregate claim limit.

**Not available for condos/townhomes/mobile homes.

†Available only with the ShieldPlus and ShieldComplete plans.

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C. ADDITIONAL COVERAGE OPTIONS (CONTINUED)

Covered Item	What is Covered	What is Not Covered	Special Limits
Self-Contained Portable Spa	All above ground, accessible, and operationally necessary parts and components of the heating, pumping, and filtration system of a self-contained spa (defined as requiring no external plumbing, excavation, or electrical work) including pump motor, blower motor, and timer.	<p>(i) Electrical; water and sewer lines leading to or away from self-contained spa; access to self-contained spa equipment;</p> <p>(ii) Lights; liners; structural defects; jets; ornamental fountains, waterfalls and their pumping systems;</p> <p>(iii) Fill line and fill valves; built-in or detachable cleaning equipment including, without limitation, pop-up heads, turbo valves, skimmers, chlorinators and ionizers;</p> <p>(iv) Fuel storage tanks; disposable filtration mediums; multi-media centers; dehumidifiers; salt water generators and components; heat pump.</p>	The Covered Item Limit is \$3,000.
Saltwater Pool & Built-in Spa Equipment	All above ground, accessible, and operationally necessary components and parts of the pool/spa heating, pumping, and filtration system including pool sweep motor and pump, pump motor, plumbing pipes and wiring, and saltwater cell and circuit board.	<p>(i) Underground components (including pipes and wiring); lights; liners; structural defects; jets; ornamental fountains, waterfalls and their pumping systems;</p> <p>(ii) Heat pump pool heaters or any other type of pool heater that is powered by anything other than electricity or gas.</p> <p>(iii) Pool cover and related equipment; fill line and fill valves; built-in or detachable cleaning equipment including pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers;</p> <p>(iv) Fuel storage tanks; disposable filtration mediums; heat pump, salt, panel box, and dials; and</p> <p>(v) Self-contained portable spas.</p>	<p>1. The Covered Item Limit is \$3,000.</p> <p>2. Both pool and spa equipment are covered if they share equipment. If the pool and built-in spa do not share common equipment and have separate pump and filtration systems, then only one or the other is covered unless an additional fee is paid to cover both the pool and the built-in spa equipment.</p>

6. Are Modifications, permits, testings, and inspections covered by this Plan Agreement?

A. This Plan Agreement does not cover Modifications related to a Covered Breakdown of a Covered Item unless: Applicable Law expressly requires this Plan Agreement to provide coverage for the specific Covered Item Modification.

B. Permit Limit. This Plan Agreement provides coverage up to \$250 total to obtain any permits that are required to complete the approved repair or replacement of a Covered Item during the Initial Plan Agreement Term. This amount is in addition to any applicable Covered Item Limit, subject to the Plan Agreement Aggregate Limit of Liability. **Except as provided in this section, permits required to complete the repair or replacement of the Covered Item are not covered. This coverage does not apply if the Plan Type in the Plan Summary states this is a Renewal Plan.**

C. Code Violations and Upgrade Limit. This Plan Agreement provides coverage up to \$250 total during the Initial Plan Agreement Term to correct existing code violations and/or upgrade to current code requirements in order to complete an approved repair or replacement of a Covered Item. This amount is in addition to any applicable Covered Item Limit, subject to this Plan Agreement Aggregate Limit of Liability.

To the extent an existing code violation prevents us from diagnosing the Breakdown, you will be required to remedy the code violation before we proceed with your Service Request. Except as provided in this section, corrections of or upgrades required to meet code requirements for the Covered Item are not covered. This coverage does not apply if the Plan Type in the Plan Summary states this is a Renewal Plan.

D. If your Plan is ShieldComplete, this Plan Agreement will provide coverage up to the Modifications Limit for any of the following: (i) duct, plenum, electrical, and/or plumbing Modifications that are necessary to complete the repair or replacement of the Covered Item provided that the duct, plenum, electrical, or plumbing item to which the Modification is being performed is identified by this Plan Agreement as a Covered Item; and (ii) permits, testing, the correction of existing code violations, and/or inspections required by Applicable Law that may be necessary to complete the approved repair or replacement of a Covered Item. The Modifications Limit is \$1,000 and is in addition to any applicable Covered Item Limit, subject to this Plan Agreement's Aggregate Limit of Liability. The Permit Limit and Code Violations and Upgrade Limit in this section are included in the Modifications Limit, and are NOT in addition to the Modifications Limit. **Once the Modifications Limit has been met, the provisions in this section apply to any costs above the Modifications Limit.**

Request service online 24/7 at ahs.com or by phone at 800.776.4663.



SAMPLE CONTRACT

E. Repair or Replacement Workmanship Guarantee. Repairs and replacements performed on a Covered Item have a thirty (30) day workmanship guarantee, in addition to any applicable manufacturer's warranty that may be included with any replacement parts or equipment. If a particular repair or replacement under your Service Request fails within thirty (30) days after completion, we will send a Service Contractor to correct the Covered Breakdown and you will not be charged an additional Service Fee. We will determine, in our sole discretion, whether to use the same Service Contractor who performed the original repair or replacement.

F. Costs that may not be Covered by this Agreement.

There may be items or services that are not covered by this Agreement but are necessary for the repair or replacement of the Covered Item (for example, special permits or Modifications). In this situation(s), you will be responsible for the costs of repairing or replacing the non-covered items and services. Your failure to agree to pay the costs of the non-covered items and services may result in a delay or otherwise prevent the repair or replacement of your Covered Item. We are not responsible for any delays, or additional costs you may incur, from your refusal to pay for non-covered items or services.

G. Requesting a Second Opinion of a Breakdown Diagnosis.

If you have been informed that your Service Request includes a Breakdown that is not a Covered Breakdown, you have the right to request a second opinion within seven (7) days from the date you were informed of the coverage decision. You will be required to pay an additional Service Fee at the time you request the second opinion. If an alternative Service Contractor is reasonably available, we will assign an alternative Service Contractor to provide the second opinion. In addition, we reserve the right to request a second opinion at our cost. Upon receipt of the second opinion, we will determine, in accordance with this Plan Agreement, whether a Covered Breakdown has occurred, and if so, whether to repair or replace the Covered Item. If you requested the second opinion and we determine that the second opinion is different from the original diagnosis and the Breakdown is a Covered Breakdown, we will refund you the amount of the additional Service Fee.

H. Circumstances Where you may Receive a Cash-in-Lieu Payment Instead of a Repair or Replacement. If the Covered Item has experienced a Covered Breakdown, you may be offered Cash-in-Lieu Payment. If you agree to our offer, your Cash-in-Lieu Payment will be the amount we would have paid to repair or replace your Covered Item (including but not limited any special discount pricing or rates, shipping, restocking charges or other fees or costs to complete your request), which means the amount will likely be less than the retail cost in your area to repair or replace the Covered Item.

In addition, there are certain situations where we may require you to accept a Cash-in-Lieu Payment instead of proceeding with a repair or replacement. These situations include, but are not limited to the following:

- i. Applicable Law prevents us from performing a repair or replacement of the Covered Item;
- ii. A breach of the "Be Respectful" section of this Plan Agreement;
- iii. Repair or replacement of the Covered Item is not reasonably feasible; or
- iv. The repair or replacement will exceed an applicable Covered Item Limit.

In these circumstances, your Cash-in-Lieu payment will be the amount equal to our reasonable estimate of retail cost in your area to repair or replace the Covered Item, subject to any applicable limit identified in this Plan Agreement.

Your Cash-in-Lieu Payment cannot be more than the applicable Covered Item Limit stated in this Plan Agreement. We will pay you no later than 30 days after we provide you with notice that you will receive Cash-in-Lieu Payment. We may issue, and you agree to accept, the Cash-in-Lieu Payment via electronic funds transfer, e-cards or check, at our discretion. **We will not provide future coverage for the impacted Covered Item until you give us documentation reasonably acceptable to us proving that you had the Covered Item appropriately repaired or replaced.**

10. Can you find your own Service Contractor?

We will provide you with a Service Contractor. In certain limited situations as determined by us, we may ask or permit you to find and contact your own service contractor to diagnose the Breakdown of the Covered Item at our cost. If we authorize you in advance to find your own Service Contractor, the service contractor will be required to contact us directly at the contact information we provide you with at the time we authorize you to use your own service contractor after diagnosing the Breakdown and prior to proceeding with any repair or replacement of the Covered Item. We will review the diagnosis, and if a Covered Breakdown has occurred, authorize the work and cost necessary for the repair or replacement of the Covered Item in accordance with this Plan Agreement. We may request that your service contractor invoice us directly for the cost of diagnosis and any authorized repair or replacement. If your service contractor will not invoice us directly, we will reimburse you the agreed upon price for the diagnosis and any authorized repair or replacement once you provide us with proof of payment. **Please note that the failure of either you or your service contractor to receive prior authorization from us for either (i) any authorized work necessary for the diagnosis and repair or replacement of the Covered Item, and (ii) the cost of such work, may result in no reimbursement provided to you.** The Workmanship Guarantee identified in this Plan Agreement applies to any work authorized by us.

11. Are there additional benefits and maintenance services?

You may be eligible to receive or otherwise have access to additional services and benefits, including certain maintenance services, beyond those specified in this Plan Agreement that may be provided by third party organizations, us or our affiliates. In such cases, you may receive notification of the availability of one or more of these additional services and benefits and related communications via any of the communication methods identified in this Plan Agreement. Each of those services may be governed by their own separate terms and conditions that you may be required to agree to prior to the provision of such service or benefit. Unless otherwise specified in those additional terms, the terms and conditions of this Plan Agreement apply to those services. You may be charged an additional fee for such services if you elect to use such services.



12. What are your obligations under this Plan Agreement?

A. Be Current on all Plan Fees. In order to receive the benefits of your Plan and this Plan Agreement, you must be current on all required payments – including the Plan Price and any Service Fees that you may have incurred. We will not provide service under this Plan Agreement if any required payments are past due.

B. Provide Required Information. We may ask you for additional information in order to complete your Service Request. This may include confirmation of your information listed in the Plan Summary, a copy of your home inspection report, proof of repair, receipts or invoices, or any other information we reasonably determine will assist us in evaluating eligibility and coverage under this Plan Agreement. It is important that you provide us with this information as soon as possible, and in any event no later than thirty (30) days from the date we request such information. Failure to provide the information we request within thirty (30) days of the date of the request will result in the cancellation of your Service Request, and if your Plan Agreement subsequently expires, you will not be entitled to any coverage under the Plan Agreement for that Service Request.

C. Timely Submission of Your Service Request. The coverage provided by this Plan Agreement does not begin until the Plan Agreement Effective Date, subject to any applicable coverage waiting period. You must file your Service Request during the Plan Agreement Term. Any Service Request filed after the Plan Agreement Term will be denied, regardless of when the Covered Breakdown occurred.

D. Update Your Contact Information. Keep your contact information, and that of any Authorized Representatives, current and up to date. You can update your information by visiting myaccount.ahs.com or calling us at 1-800-776-4663.

E. Notify us if you no longer own the Covered Home. If you no longer own the Covered Home during the Plan Agreement Term and wish to cancel the Plan Agreement, you must notify us within thirty (30) days from the date you no longer own the Covered Home. Failure to notify us within this thirty (30) day time period will result in a maximum refund of 1/12 of the annual Plan Price, as measured from the date you no longer owned the Covered Home.

F. Be Respectful. Treat our representatives and Service Contractors with respect. We know that requesting service can be stressful, but if you or anyone interacting with us on your behalf are verbally abusive or threaten the safety, well-being, or property of us, our employees or other representatives, or our Service Contractors, or if you fail to provide a reasonably safe environment for services to be performed, we may cancel your Plan in accordance with the terms of this Plan Agreement and Applicable Law.

13. What payments are required of you?

A. Plan Price. Your Plan Price is due and payable as stated in your Plan Summary, unless we have otherwise provided you with a different price in writing. If you have elected to pay your Plan Price on a monthly basis, the Plan Price is the annual Plan Price amount divided by twelve (12). After the Initial Plan Agreement Term, the Plan Price is paid on a monthly basis unless we agree otherwise.

B. Service Fee. The non-refundable Service Fee is due and payable when you submit a Service Request. Please note, the Service Fee will not be refunded even if the Breakdown at issue is not covered by this Plan Agreement.

C. Additional Costs. There may be additional costs, including shipping, restocking, and cancellation administrative fees if stated in this Plan Agreement.

D. Payment. You authorize us, or third-party payment processors that we may use, to charge, collect, and process payments for fees you incur pursuant to this Plan Agreement to the credit card, debit card, or other approved method of payment you provided to us. Depending on the Plan Price payment method you selected, you may be charged a one-time fee or on a monthly recurring basis. To the extent you receive a replacement credit card, debit card, or other approved method of payment from your financial institution, you authorize us to receive and use such updated replacement information provided by your financial institution. Cancelling or otherwise changing your payment information without informing us will not cancel this Plan Agreement. In addition, depending on the type of payment method you use, there may be additional terms and conditions associated with that particular payment method that you will need to agree to prior to your use of that payment method.

14. How long is your Plan Agreement in effect?

A. Initial Plan Agreement Term. The initial term of this Plan Agreement begins on the Initial Plan Agreement Effective Date indicated on the Plan Summary and continues for the time period stated in the Plan Summary subject to the cancellation and non-renewal provisions of this Plan Agreement. Please note that coverage under your Plan does not begin until the expiration of the Initial Coverage Waiting Period stated in your Plan Summary, which may be different than your Initial Plan Agreement Effective Date.

B. Renewal. This Plan Agreement will automatically renew on the Plan Agreement Renewal Date for the Plan Agreement Renewal Term stated in your Plan Summary provided that we have received payment of your Plan Price, unless we or you elect to non-renew your Plan Agreement in accordance with the provisions of this Plan Agreement. At least thirty (30) days in advance of the Plan Agreement Renewal Date, or as otherwise required by Applicable Law, we will provide you notice of any change to the Plan Price of your Plan Agreement, and any material changes to the terms and conditions of your Plan Agreement, if any. If you do not contact us at least three (3) days prior to the Plan Agreement Renewal Date and cancel your Plan your Plan Agreement will automatically renew and we will charge the payment method we have on file for you.

C. Non-Renewal. We reserve the right, in our sole discretion, not to renew your Plan Agreement. If we elect to non-renew your Plan Agreement, we will provide you with notice of such non-renewal at least thirty (30) days in advance of the date this Plan Agreement will terminate, or as otherwise required by Applicable Law. You may also provide us of your non-renewal of your Plan Agreement at least three (3) days in advance of the Plan Agreement Renewal Date.



15. How can your Plan be cancelled?

A. Your right to cancel. You may cancel your Plan Agreement at any time for any reason by contacting us via telephone. If you cancel this Plan Agreement, such cancellation will be effective immediately.

B. Provider's right to cancel. We may cancel your Plan Agreement or discontinue providing coverage under your Plan for the following reasons:

1. Your failure to pay the required Plan Price when due;
2. Breach of this Plan Agreement by you or your Authorized Representative, including but not limited to nonpayment of your Service Fee when due. If we provide you with an opportunity to cure the breach, any cure must be to our reasonable satisfaction; or
3. Upon discovering fraud or misrepresentation of material facts to us by you or your Authorized Representative related to your Plan Agreement.

C. Notice of Cancellation. We may cancel this Plan Agreement immediately and without prior notice to you due to: (i) nonpayment of the Plan Price, (ii) a material misrepresentation made by you to us, or (iii) a substantial breach of your duties under this Plan Agreement. If we cancel this Plan Agreement for any other reason, we will provide you with notice of cancellation and the reason for such cancellation at least fifteen (15) days prior to the stated effective date of the cancellation. We will send notice of such cancellation to the electronic mail address we have on file for you. If we do not have an electronic mail address for you, we will mail the notice to the physical address we have on file for you.

D. Refunds or Amounts Owed due to Cancellation of this Plan Agreement.

1. Cancellation by you or us within the first thirty (30) days of the Initial Plan Agreement Term.

- a. If you have not filed a Service Request: we will provide you with a full refund of any portion of the Plan Price you have paid. We will not charge you an administrative fee.
- b. If you have filed a Service Request: we will provide you with a refund of any portion of the Plan Price you have paid, less the cost of any Service Request we have provided. In addition, if the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. We will not charge you an administrative fee.
- c. An additional 10% per month will be added to any outstanding refund amount that is not provided to you within forty-five (45) days after your Plan Agreement is cancelled.

2. Cancellation by you or us after the first thirty (30) days and during the Initial Plan Agreement Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any Service Request we have provided plus an applicable administrative fee. If the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request

minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. The administrative fee is the lesser of (i) your monthly Plan Price, or (ii) such amount as permitted by Applicable Law.

3. Cancellation by you or us during any Plan Agreement Renewal Term. We will provide you with a pro rata refund of the unearned Plan Price you have paid, less the cost of any covered Service Request.

16. What do you do if things do not go as expected?

A. Contact Us. We believe you deserve a fair and courteous service experience. If you believe that our service did not meet your expectations, please contact us at 1-800-776-4663. We will work with you to resolve any issue that you may have pursuant to this Plan Agreement.

B. MANDATORY ARBITRATION; CLASS ACTION WAIVER; LIMITATION OF LIABILITY.

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND WE CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND US TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS.

Any dispute or claim relating in any way to this Plan Agreement will be resolved by binding arbitration, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the terms of this Plan Agreement as a court would. In addition, the Federal Arbitration Act and federal arbitration law applies to this Plan Agreement.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes (the "AAA's Rules"). The AAA's Rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's Rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, in person in the state where you live, or at another mutually agreed location.

You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class action lawsuit, class-wide arbitration, or any other consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial.

YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO PARTICIPATE AS A PLAINTIFF, CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, OR ANY OTHER CONSOLIDATED OR REPRESENTATIVE ACTION.



SAMPLE CONTRACT

following: Provider's right to cancel. The Provider may cancel for any reason within the first seventy (70) days. If this Plan Agreement has been in effect for seventy (70) days or more, the Provider may only cancel this Plan Agreement for the following reasons: (1) Your failure to pay any amount when due; (2) Your conviction of a crime that results in an increase in the service required under the Plan Agreement; (3) An act or omission or violation by you, during the term of the Plan Agreement, of any condition of the Plan Agreement that substantially and materially increased the service required under the Plan Agreement; or (4) Discovery of fraud or material misrepresentation by you in obtaining this Plan Agreement or in presenting a Service Request. Section 15.C. is amended and replaced with the following: Notice of Cancellation. If we cancel this Plan Agreement for any reason, we will provide you with notice of cancellation and the reason for such cancellation at least fifteen (15) days prior to the stated effective date of the cancellation. We will send notice of such cancellation to the electronic mail address we have on file for you. If we do not have an electronic mail address for you, we will mail the notice to the physical address we have on file for you.

S. NEW YORK. Subsection 15.D.1. is amended to read as follows: 1. Cancellation by you or us within the first thirty (30) days of the Initial Plan Agreement Term. a. If you have not filed a Service Request: we will provide you with a full refund of any portion of the Plan Price you have paid. We will not charge you an administrative fee. b. If you have filed a Service Request: we will provide you with a refund of any portion of the Plan Price you have paid, less the cost of any Service Request we have provided. In addition, if the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. We will not charge you an administrative fee. Subsection 15.D.1.c. is amended to read as follows: An additional 10% penalty per month will be added to any outstanding refund amount that is not provided to you within thirty (30) days after your Plan Agreement is cancelled.

T. OKLAHOMA. Coverage afforded under this Plan Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. The Mandatory Arbitration section of this contract is amended to include the following: While arbitration is mandatory, the outcome of any arbitration shall be non-binding on you and us, and either you or we shall, following arbitration have the right to reject the arbitration award and bring suit in a district court of Oklahoma. American Home Shield of Oklahoma, Inc., License No.: 44201065.

U. SOUTH CAROLINA. Section 16.A is amended to include the following: In the event of a dispute with the provider of this contract, you may contact the South Carolina Department of Insurance, Capitol Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina, 29201 or by phone at (800) 768-3467.

V. TENNESSEE. Any Plan Agreement in this state and in effect when there is a failure of a Covered Item shall be extended as follows: (1) The number of days the consumer is deprived of the use of the product by reason of the product being in repair; plus (2) two (2) additional working days. Working days shall not include Saturdays, Sundays or legal holidays.

W. WASHINGTON. Section 15.C. is amended to read as follows: C. Notice of Cancellation. If we cancel this Plan Agreement for any reason, we will provide you with notice of cancellation and the reason for such cancellation at least twenty-one (21) days prior to the stated effective date of the cancellation. We will

send notice of such cancellation to the electronic mail address we have on file for you. If we do not have an electronic mail address for you, we will mail the notice to the physical address we have on file for you. Subsection 15.D.1.c. is amended to read as follows: An additional 10% penalty per month will be added to any outstanding refund amount that is not provided to you within thirty (30) days after your Plan Agreement is cancelled.

X. WYOMING. The second sentence of Section 15.C. is amended to read as follows: If we cancel this Plan Agreement for any other reason, we will provide you with notice of cancellation and the reason for such cancellation at least ten (10) days prior to the stated effective date of the cancellation. Section 15.B. is amended and replaced with the following:

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND GOVERNS HOW YOU AND WE CAN BRING CLAIMS AGAINST EACH OTHER. THIS SECTION WILL, WITH LIMITED EXCEPTION, REQUIRE YOU AND US TO SUBMIT CLAIMS AGAINST EACH OTHER TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS. Any dispute or claim relating in any way to this Plan Agreement will be resolved by binding arbitration, rather than in court, unless you decide to file a claim solely in your individual capacity in Wyoming small claims court and notify us in advance of your decision to do so. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of this Plan Agreement as a court would. In addition, the Federal Arbitration Act and federal arbitration law applies to this Plan Agreement. The arbitration will be conducted in Wyoming by the American Arbitration Association ("AAA") under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes (the "AAA's Rules") and the Wyoming Arbitration Act. The AAA's Rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's Rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, in person in the state where you live, or at another mutually agreed location. You and we each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class action lawsuit, class-wide arbitration, or any other consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and we each waive any right to a jury trial.

20. Definitions Appendix

The certain words and phrases used in this Plan Agreement mean the following:

Applicable Law: The applicable federal and state laws, rules, regulations, ordinances, and codes that apply to your Plan.

Authorized Representatives: The persons authorized by you to file a Service Request or communicate with us on your behalf.

Breakdown: The electrical or mechanical failure of the Covered Item to operate as designed when installed and used in accordance with the applicable manufacturer's instructions and Applicable Law.



