

# RELIABLE HOME WARRANTY

## TERMS OF AGREEMENT

[RELIABLEHOMEWARRANTY.COM](http://RELIABLEHOMEWARRANTY.COM)

In consideration of the payment made by you of the amount specified on the declarations page, the Administrator will arrange for a qualified service contractor and/or technician to repair the systems and appliances covered under this Agreement. Coverage provided by the Administrator to you is subject to the definitions, conditions, exclusions, limits, and all provisions outlined in this Agreement.

### A. Definitions

The following terms have specific meaning when used within this Agreement.

- I. The words “We”, “Us”, “Our”, “Obligor”, “Provider”, and “Administrator” means Reliable Home Warranty, LLC.
- II. “Coverage Summary” means the page of the Service Agreement that is personalized to you and your agreement (once purchased).
- III. “You”, “Your”, and “Contract Holder” means the owner of the property covered by this Agreement.
- IV. “Agreement”, “Service Agreement”, “Service Contract”, and “Contract” means this Agreement and the Confirmation Page.

### B. General Notice

During the term of this Agreement, our sole responsibility will be to arrange for a qualified service contractor to repair or replace the items listed as covered under your Coverage Summary in accordance with the terms and conditions of this Agreement. It is understood that we are not a service contractor and are not ourselves undertaking to repair or replace any such covered items. We agree to pay, in accordance with the terms and conditions of this Agreement, the covered costs to repair or replace the items listed as covered under your Coverage Summary, if said items: (1) become inoperable due to mechanical failure caused to normal wear and tear; (2) are in proper working order on the effective date of this contract, and; (3) are located within the main foundation or attached or detached garage, with the exception of the air conditioner, exterior pool/spa, septic system, and well pump. This Agreement does not cover any known or unknown pre-existing conditions. We are solely responsible for determining coverage based on, but not limited to, a diagnosis from our independent service contractor.

This contract covers single-family homes, condominiums, townhomes, and mobile homes only under 5,000 square feet, unless appropriate fees are paid. This agreement will not cover any systems or appliances that are located within: (1) commercial properties; (2) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools, and professional offices; (3) common areas of condominiums, multi-family houses and/or cooperatives; (4) vacant properties, and; (5) foreclosed/short sold properties.

We offer service contracts which are not warranties. This is not a contract of insurance. Terms may vary in different states.

### **C. Term**

Your contract term (the dates that the contract is in effect) shall begin thirty (30) days after receipt of all applicable fees, and the duration of the term will be set forth in your Coverage Summary. The waiting period may be waived if we receive proof of prior coverage through another carrier, with no lapse of coverage at the time of entering our agreement.

### **D. Service Call Fee**

You are required to pay a Service Call Fee for each trade service you submit to us. The amount of the Service Call Fee is listed on your Coverage Summary and applies to each call dispatched and scheduled. The Service Call Fee is required to be paid even if coverage is denied, and the repair in question is not covered. The Service Call Fee also applies in the event that you fail to be present at the scheduled time, or in the event that you cancel a service request while a service contractor is en route to your home, or already at your home. Failure by you to pay a Service Call Fee may result in the suspension or termination of your contract. The coverage may be reinstated at the time such outstanding fees are paid, and the duration of time that the coverage has lapsed will not be added onto your term. If a repair or replacement fails within 30 days, you will not be required to pay an additional Service Call Fee.

### **E. Requesting Service**

You are required to notify us as soon as the malfunction is discovered. Service calls will not be accepted if there are any past due fees on your account. You may submit a request for service 24 hours a day, 7 days a week, by calling (888) 330-2444. Under normal circumstances, we will contact a service contractor within 48 hours of your service request, and you will be contacted by our service contractor to schedule an appointment. We have the sole authority to select the service contractor, and we will not reimburse for any services performed without our prior approval. We have the right to obtain a second opinion at our expense. If service work performed under this Agreement should fail, then we will make the necessary repairs without an additional Service Call Fee for a period of 90 days on parts and 30 days on labor.

### **F. Coverage**

Please refer to your Coverage Summary to determine your plan. No more than one unit, system, or appliance is covered under this agreement, unless you have selected to add the additional unit on your plan, and have paid the appropriate fees. Certain limitations apply.

**1. Air Conditioning System** (Coverage only available on units not exceeding a five ton capacity): condenser fan motors; compressors; condensers; thermostats; capacitors; relays; contactors; pressure switch; thermistor; cut in switches; transformers; start assist; defrost boards; blower motors

Excluded: filters; condenser casings; registers and grills; water towers; humidifiers; chillers; electronic air cleaners; window units; non-ducted wall units; mini-split wall units; gas air conditioning systems; water evaporative coolers; swamp coolers; evaporator coil pan; condensate pumps; thermal expansion valves; all exterior condensing, cooling and pump pads; disconnect boxes; roof mounts, jacks, stands or supports; cost for crane rentals; electronic, computerized, and manual systems management and zone controllers; commercial grade equipment; refrigerant conversion; leak detections; water leaks; drain line stoppages or drain pans; maintenance; rusted and/or corroded coils; component short to ground; noise without a related mechanical failure; improperly sized units; air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications; or improper use of metering devices (i.e. thermal expansion valves)

**2. Heating System:** condenser fan motors, compressors, condensers, thermostats, capacitors, relays, contactors, pressure switch, thermistor, cut in switches, transformers, inducer motors, defrost boards, blower motors, heating elements, igniters, ignition modules, burner assembly, pressure switches, thermocouple

Excluded: solar heating systems or zone systems or wall units or the components thereof; air cleaners; humidifiers; flues; coils; heat exchanger; geothermal heating/cooling units; pumps

**3. Plumbing System and Stoppage:** leaks and breaks of water, drain, gas, waste, or vent lines (except if caused by freezing or roots); toilet tanks, bowls and mechanisms within the toilet tank (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 and/or clogs in drain and sewer lines up to 100 feet from access point..

Excluded: stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation; Lines broken, infiltrated or stopped by roots or foreign objects, even if within the home's main foundation; bathtubs; sinks; showers; shower enclosures and base pans; toilet lids and seats; jets; caulking or grouting; septic tanks; water filtration/purification system; holding or storage tanks; saunas or steam rooms; costs to locate or access cleanouts not found or inaccessible, or to install cleanouts; access through roof vents.

**4. Electrical System:** wiring; service panels; sub-panels; switches; breakers; outlets; junction boxes; ground fault interrupters

Excluded: attic exhaust fans; direct current (DC) wiring and systems; exterior wiring and components (except main panels mounted to exterior wall); any wiring or components servicing a detached structure; fire, carbon monoxide alarm and/or detection systems; batteries; intercom or speaker systems; doorbells; multi-media systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; service entrance cables; telephone

systems; telephone wiring; cable wiring; alarm and/or security systems and wiring; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; solar power systems and panels; all solar components and parts; energy management systems; commercial grade equipment; auxiliary or sub-panels; bus bars; broken and/or severed wires; rerunning of new wiring for broken wires; wire tracing; or central vacuum systems. Failures and conditions caused by inadequate wiring capacity, inadequate size breakers, circuit overload, power failure/shortage or surge, or corrosion are not covered; fixtures; inadequate wiring capacity; attic/exhaust fans; damage caused by a power surge; damage caused by a power failure; wire tracing

5. **Water Heater:** control board; thermostats; gas valves; burner assembly; heating elements; pressure switches; thermocouple; ignition module; and igniter

Excluded: auxiliary and secondary holding/storage tanks; main, holding, or storage tanks; expansion tanks; base pans; drain pans and drain lines; line restrictions; pressure reducing valve; mineral and/or calcium build-up; rust and corrosion; combustion shutdown; color or purity of water; flues; vent pipes/lines; insulation and insulation blankets; heat recovery units; low boy and/or squat water heaters; solar water heaters including all solar components and parts; any noise without a related mechanical failure; racks; straps; timers; energy management systems; or commercial grade equipment and units exceeding 75 gallons; control board; thermostats; gas valves; burner assembly; heating elements; pressure switches; thermocouple; ignition module; and igniter

6. **Ductwork:** duct from heating and air conditioning unit to point of attachment at registers or grills

Excluded: registers and grills; insulation; insulated ductwork; asbestos; 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.

7. **Clothes Washer:** motors; drain pumps; control boards; gas valves; heating elements; igniters; thermostats; fuses; wire harness; ignition modules; tub assembly; tub bearings; motor bearings

Excluded: soap dispensers; removable mini-tubs; filter screens; knobs and dials; doors, door seals and hinges; glass; leveling and balancing; damage to clothing; commercial units; noise without a related mechanical failure; conditions of water flow restriction due to scale, rust, minerals and other deposits

8. **Clothes Dryer:** motors; drain pumps; control boards; gas valves; heating elements; igniters; thermostats; fuses; wire harness; ignition modules; tub assembly; tub bearings; motor bearings

Excluded: venting; lint screens; knobs and dials; doors, door seals, and hinges; glass; leveling and balancing; noise without a related mechanical failure; damage to clothing; conditions of air flow restriction due to a lack of maintenance and/or clogged lint screens

9. **Refrigerator:** control boards; compressor; thermostats; damper control; wire harness; evaporator fan motor; condenser fan motors; pressure switches; relays; contactors; start assist; thermistors

Excluded: racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; freon; disposal and recapture of freon; ice crushers, beverage dispensers and their respective equipment; water lines; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; or multi-media centers and internet connection components

10. **Oven/Range/Stove/Cooktop:** burners; control boards; thermostats; broilers; temp controls; heating elements; igniter; ignition module; spark igniters

Excluded: doors; door seals; hinges; handles; glass; knobs; lighting; clocks (unless they affect the cooking function of the unit); meat probe assemblies and rotisseries; racks and trays; downdrafts; range exhaust hoods; independent telescoping range exhaust; exhaust fan not solely for venting range/cooktop fumes; filters and screens; venting; sense-heat burners will only be replaced with standard burners; drip pans; self-cleaning mechanisms including door latches; or commercial units.

11. **Built-In Microwave:** all mechanical components and parts, except:

Excluded: doors; hinges; handles; glass; knobs; lights; clocks (unless they affect the cooking function of the unit); meat probe assemblies, rotisseries; racks and trays; interior linings; arcing; portable or countertop units.

12. **Dishwasher:** control board; pump; switches; drain pump; temp control; heating elements; drain lines

Excluded: doors; door seals; hinges; handles; glass; knobs; racks, trays, or baskets; rollers; damage caused by broken glass; noise without a related mechanical failure; maintenance and cleaning; commercial units; or portable units

13. **Garbage Disposal:** all parts and components necessary for the functionality of the unit, except:

Excluded: failures and/or jams caused by bones, eggshells; glass, or foreign objects other than food

14. **Garage Door Opener:** control board; motors; chains; belts; gears; pulley; sheave fork; axle bolts; switches

Excluded: garage doors; springs; brackets; tracks; rails

15. **Ceiling and Exhaust Fans:** (no more than 2 units per, unless appropriate fees are paid) motors; switches, controls; bearings

Excluded: kitchen exhaust fans; range exhaust fans; fan blades; belts; shutters; filters; lighting

## **G. Optional Coverage**

The following items may be purchased and added on to your plan. These items will not be covered unless the appropriate fees are paid. You may add on Optional Coverage items for up to 30 days from the purchase date of your plan.

1. **Pool/Spa Equipment:** above ground components and parts of the pumping and filtration system including pool sweep motor and pump; pump motor; blower motor and timer; filter; filter timer; gaskets; timer; valves, limited to back flush, actuator, check, and 2 and 3-way valves; relays and switches; and above ground plumbing pipes and wiring

Excluded: portable or above ground pools or spas; access to pool and spa equipment; lights; liners and tile; jets; ornamental fountains, waterfalls, and their pumping systems; auxiliary pumps; pool cover and related equipment; fill line and fill valves; built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers; fuel storage tanks; disposable filtration mediums; heat pump; heaters; control panels; control boards; multi-media centers; dehumidifiers; salt water generators and components; salt water systems; cracked or corroded filter casings; grids; cartridges; maintenance; structural defects; or solar equipment and components

2. **Central Vacuum:** all parts and components necessary for the functionality of the unit, except:

Excluded: piping; nozzles; hoses; blockages; accessories

3. **Second Refrigerator:** control boards; compressor; thermostats; damper control; wire harness; evaporator fan motor; condenser fan motors; pressure switches; relays; contactors; start assist; thermistors

Excluded: racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; freon; disposal and recapture of freon; ice crushers, beverage dispensers and their respective equipment; water lines; line restrictions; leaks of any kind; maintenance; interior thermal shells; freezers which are not an integral part of the refrigerator; wine chillers or mini refrigerators; food spoilage; noise without a related mechanical failure; or multi-media centers and internet connection components

4. **Stand Alone Freezer:** control boards; compressor; thermostats; damper control; wire harness; evaporator fan motor; condenser fan motors; pressure switches; relays; contactors; start assist; thermistors

Excluded: racks; shelves; glass; lighting; handles; doors, door seals, hinges, and gaskets; freon; disposal and recapture of freon, ice crushers; water lines and valve to ice maker; line restrictions; leaks of any kind; maintenance; interior thermal shells; noise without a related mechanical failure; leveling and balancing; or commercial units

5. **Well Pump:** All components and parts of well pump utilized as a main source of water to the home, except:

Excluded: above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing; holding or storage tanks; digging; locating pump; pump retrieval; re-drilling 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; or well pump and all well pump components for geothermal and/or water source heat pumps

6. **Sump Pump:** Mechanical parts and components of permanently installed sump pump for ground water, within the foundation of the home or attached garage, except:

Excluded: Any unit located outside the covered property and/or within crawl spaces; back-up power assemblies; portable or non-hard piped installed units; sewerage ejector pumps; backflow preventers; check valves; piping modifications for new installs.

**7. Septic System:** Sewage ejector pump for septic system only; jet pump; aerobic pump. Clearing of stoppages within the connecting waste line (leading from the house to the primary septic tank) which are attributable to normal wear and tear and can be accessed through an existing clean out without excavation.

Excluded: Broken or collapsed sewer lines; tile fields; leach beds; leach lines; lateral lines; tanks; insufficient capacity; seepage pits; or cesspools and sewage ejector pumps not associated with the septic system. We do not cover the cost associated with locating or gaining access to the septic tank or sewer hookups nor do we cover the cost of installing cleanouts or hook ups if they do not already exist; disposal of waste; pumping; or chemical treatments of the septic tank or sewer lines, stoppages caused by root invasion and/or stoppages caused by foreign objects such as, but not limited to, toys and bottle caps.

**8. Septic Tank Pumping:** The septic tank will be pumped once during the Agreement term if the stoppage is due to septic back up only. Coverage applies to main line stoppages and/or clogs and must have existing access to clean out. 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: We do not cover the cost associated with locating or gaining access to the septic tank or sewer hook-ups nor do we cover the cost of installing cleanouts or hook ups if they do not already exist; disposal of waste; chemical treatments of the septic tank or sewer lines; leach beds; leach lines; lateral lines; tanks; cesspools; mechanical pumps and/or systems..

**9. Limited Roof Leak:** Note: Coverage applies to single family homes only. COVERED: Repair of shake and composition roof leaks over the occupied living area.

Excluded: Leaks related to patios; porches; decks; metal roofs; foam roofs; shingles; cemwood shakes; cracked and/or missing material; tiles; tar and gravel; flat or built-up roofs; structural leaks; asphalt; gutters; downspouts; skylights; flashing; patio covers; solar components; attic vents; roof jacks; satellite components; antennae; chimney components; partial roof replacement; preventative maintenance.

## **H. General Exclusions:**

1. We do not cover any routine maintenance. You are required to perform all necessary maintenance and cleaning as specified by the manufacturer, and we have the right to request maintenance records to prove you have done so. This Agreement only covers repairs and or replacements that result from mechanical breakdown that is due to normal wear and tear. This agreement does not cover any breakdown as a result of improper maintenance, misuse and neglect, rust and corrosion, chemical or sedimentary build up, calcium build, power surge, acts of nature (such as flooding, earthquake, freeze damage, fire).

2. This agreement does not cover any items that have been modified from the original manufacturer's design, have been improperly installed, or are mismatched with components having incompatible capacity ratings. This agreement

does not cover any repairs or replacements for which the manufacturer has issued a warning or recall, or have occurred as a result of the manufacturer's improper design. We do not cover any commercial-grade equipment.

3. This agreement does not cover any appliance or system located outside the perimeter of the main foundation, unless said appliance or system have been specified in your Coverage Summary under Optional Coverage, and the additional fees have been paid.

4. If a covered repair requires opening walls or ceilings, our service contractor will close the opening, and return it to a rough finish condition. This agreement does not cover any cabinets, fixtures, tiling, paint, or the like. We are not responsible for any rough finish repairs on any non-covered claims.

5. This Agreement does not cover the costs associated with upgrading equipment to comply with federal or state law or regulations.

6. SEER (Seasonal Energy Efficiency Ratio) operational compatibility: If we elect to replace an air conditioning condenser or heat pump unit, and it becomes necessary to make a mechanical modification to the evaporator coil in order to provide operational compatibility, we agree to pay the covered costs for one (1) of the following, determination is at our sole discretion, only: expansion metering device, or coil, or air handler. This Agreement does not cover any costs associated with modifications or upgrades required to match efficiency value, rating or ratio.

7. We do not cover the costs associated with the removal or disposal of damaged equipment.

8. This agreement does not cover any hazardous or toxic material, including, but not limited to, acids, asbestos, lead, red tagged units, gas leaks, and carbon monoxide leaks.

10. We are not responsible for any delay in repairing or replacing a covered item resulting from events beyond our control.

9. This agreement does not cover any inaccessible ductwork, crushed/collapsed ductwork, insulation, grills, dampers. Ductwork coverage only applies when the ductwork is readily accessible and is necessary to service a covered claim on an air conditioning or heating unit.

10. We are responsible replacing for installing replacement equipment of similar features, capacity, and efficiency, but not for matching dimensions, brand, or color. We reserve the right to locate parts. We reserve the right to replace a part or component with a rebuilt part or component.

11. For air conditioner and heater equipment, the repair/replacement allowance is up to \$2,000. For appliances, plumbing and electrical, the repair/replacement allowance is \$500. For additional coverage options the repair/replacement allowance is \$400. If Freon coverage is selected as an option, the limit is \$250.

## **I. Multiple Unit Properties**

1. If this agreement is for a duplex, triplex, or fourplex dwelling, then each unit must be covered by our agreement, with the applicable optional coverage for shared systems and appliances.

2. If this agreement is for a unit located within a property exceeding 5 units, then only items contained within the individual unit are covered. All other shared items are excluded.

## **J. Mediation and Arbitration of Claims**

All prospective claims are subject to fulfillment of the terms specified in this Agreement. All claims must be submitted in writing to us, within one year of original claim date, and then first be submitted to mediation in the State of New Jersey under the Commercial Mediation Rules of the American Arbitration Association. All claims are subject to this mediation and arbitration clause, including without limitation common law, contract, tort, statutory, or regulatory liabilities and must be submitted individually, without resort to any form of class action. All issues, questions, and concerns regarding the validity of and enforceability of this agreement shall be restrained to the jurisdiction of the State of New Jersey and resolved through mediation or arbitration through the American Arbitration Association. 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, shall be limited to actual out-of-pocket costs incurred up to \$5,000 per claim and in no event shall include attorneys' fees nor cost of mediation or arbitration, nor any claim to punitive, incidental and consequential damages, nor any claim to have damages multiplied or otherwise increased. The limitation or exclusion of liability for incidental or consequential damages may not apply to those who live in jurisdictions that do allow such limitations or exclusions.

## **K. Cancellation**

This Agreement may be cancelled at any time by submitting a cancellation request. Within the first thirty days of purchase of this program, you may cancel the program in return for a full refund if no services or repairs have been dispensed.

If repairs or services were dispensed in connection to your agreement in the first thirty days, you may still cancel your program and be partially refunded based on a pro-rated basis of time in which the program was in effect, less any authorized repair costs paid for by us. If you wish to cancel this agreement after the thirty-day grace period, and no claim has been filed, you may do so in exchange for partial reimbursement calculated on a pro-rated basis of the time since the purchase date to date of cancellation. All cancellation requests after the thirty-day grace period are subject to a fifty dollar administrative fee and will be deducted from your reimbursement, as well as the cost of any authorized repair costs paid for by us.

We reserve the right to cancel this Agreement at any time should you fail to pay any part of the purchase price related to this program, or if you pay to pay a Trade Service Call Fee. If you misrepresent any information pertaining to this program, we have the right to cancel this contract.

## **L. Transferability & Renewals**

This Agreement may be transferred at any time. There is no fee to transfer.

This Agreement may be renewed at our discretion. Upon renewal of your Agreement, you are required to pay any prevailing rates. If you selected the monthly option, you will automatically be renewed unless we receive notification from you not to renew 30 days prior to the expiration date of the contract.