

Revised 8-26-2011

States Covered: MD, VA, GA, DC, NC, SC, DEL, TN, OH, AL NJ, FL, KY, LA, MO, TX, IL, MS, WC, IN, AZ, NM, OK, KS, NV, MN, WA, CA,

*The High Tech Home Plan isn't available in New Jersey and Washington, DC at this time.
(See below on pages 6 - 7 under Cancellation for all policies as to cancellations)*

High Tech Home Warranties™

(Coverage/terms& conditions)

All coverage (interior or exterior) is for single family dwelling up to 5,000 sq. ft

All other types of dwelling quotes will have to be processed by phone (919) 368-7229.

*When either Home Buyer or Home Seller selects a plan the following items are covered unless indicated otherwise. **Certain items may be excluded from coverage and subject to inspection before your service contract can take effect due to the functioning of the working unit. Please refer to the list of what's not covered. There is no obligation to remain under contract. You can continue a month-to-month premium for as long as you choose.***

Heating & Air System/ Ductwork/Cooler (Note * For all homes over 15 years of age an inspection is required.) You can be covered.

Note: Any heating & cooling system exceeding five tons (maximum capacity) or 15 years of age per unit will not be Covered in this option. Please call for additional options in the event that your system exceeds the maximum capacity. We offer inspections of all homes over 10 years of age.

***Covered:** Main gas, oil, or electric heater, heat pump (including components and parts located within the foundation of the home or attached garage that heat the dwelling unit). All ductwork, electric central air conditioning condenser, Electric wall air conditioner, evaporative cooler, evaporative coil, air handler and respective drain lines, leaks in accessible refrigerant lines, and metering device (e.g. evaporative coil piston thermal expansion valve.)*

***What's not covered:** Improperly sized ductwork, asbestos covered ductwork, collapsed or crushed ductwork, dampers, diagnostic testing of, or locating leaks to duct work including without limitation of or as required by state and or federal regulations in ordinance due to improper installation or replacement of system equipment, ductwork damaged by moisture of any kind, timers and clocks that do not affect the heating/cooling systems operation of the unit, passive solar space heating and cooling systems, filters, heat lamps, electronic air cleaners, fuel storage tanks, wood pellet stoves of any kind, vents flues, fireplaces, inserts and key valves, insulation, humidifiers, outside or underground piping and components in association for Geothermal and or water source heat pumps as well as well pumps and their components associated with Geothermal, water heater combination units, electronic, computerized, freestanding units, cable heat, pneumatic and manual system management and zone controllers, window and gas air conditioning units, cleaning condenser housing, maintenance, cooler pads, roof jacks and stands, inaccessible coil lines, water towers, chillers and components, pre coolers and costs related to recapture or disposal of refrigerants.*

Limits:

(1) \$2,500 max per Plan for diagnosis of replacement or repair of Phoenix, Polaris, diesel, oil or hydraulic systems, water source heat pumps and the handlers, water cooled condensers, Geothermal, hot water, boiler, Radiant heat, steam, circulating, heating system, air transfer, and glycol.

(2) \$1,000 max per plan for diagnosis of replacement or repair of inaccessible ductwork or concrete encased.

Specific Seller Limit: Home Seller coverage is only provided when sellers has chosen HVAC option. By choosing this option seller may be subjected to a combined maximum diagnosis, replacement of repair during the **coverage period**. In addition Seller Coverage will be subject to limitations and or liability that apply.

Kitchen Appliances

(Coverage for Home Buyer or existing Homeowner unless **Home Seller has furnished new kitchen appliances upon The sell of dwelling unit**) if you are a seller and need coverage on your items there will be an inspection on your appliances. If you need coverage email us at customerservice@htwarranties.com or call us @ 770-882-8575

Covered: *Kitchen Refrigerator *Range (free stand or cook top) *Clothes Washer*Dishwasher *Garbage Disposal *Clothes Dryer *Oven (single or double) *Kitchen Exhaust fan *Trash Compactor *Microwave (built in only) * Second Appliance

What's not covered: Venting, refrigeration units with oven combination, ice and beverage all associated equipment, plastic assembly, lit screens, clocks and or timers that do not affect the operation of cleaning or heating of the units, oven or portable rotisserie units, portable microwaves, halogen units, icemakers or crushers, pans, trays, or light sockets, baskets, rollers, racks, handles or kitchen hardware, cabinets along with associated shelving, trim kits, interior lining, runner guards, interior thermal shells, door glass, any lock and key assemblies, magnetic induction cook tops, any refrigerator that requires a separate compressor for functioning, Washer & Dryer touch pad due to excessive use, all plastic mini tubs, cost related to recapture or disposal of refrigerated waste/food spoilage, soap dispenser and filters.

Limits: 1- 4 years of coverage \$ 1,500.00 4-7 years of coverage \$1,000. 7-10 years of coverage \$700.00 max per plan to diagnose replace and or repair sealed or built in units.

Note (Depreciating factors for all appliances as to the limits on all Appliances)

Plumbing System

Covered: * Plumbing Pipe Leaks * Diverter Valve *Built in Bath tub Whirlpool (motor & pump) *Toilets * Stop & Waste Valve * Gas & Electric Hot Water Heater *Risers & Gate Valves *Re-circulating Pump *Hot Water Dispenser *Angle Stops * Sump Pump *Water Pressure Regulator * Shower Valves **What's not covered:** Toilet lids, seats, bidets, plumbing fixtures including, faucets, bathtub, sinks, shower base pan, enclosures, sprinkler or solar systems, gas log lighter, **heat pump, water heater combination units, Phoenix systems, popup assemblies, basket strainers, caulking grouting, inadequate or excessive water pressure, flow restrictions of waterlines, conditions caused by chemical, calcium, or sediment build up, jet pumps, water conditioning or purifying systems, Septic tanks, vents and flues, water heat pump attachment, stoppages, sewage ejector, holding storage tanks, hose bibs, energy conservation, units, noise electrolysis, whirlpool jets and filters, water heater drip pans, ice maker water lines, fuel storage tanks, shower fixtures including shower heads, shower arms, shower doors, fire suppression systems,**

Limits: \$1,000 max per plan to diagnose, replace and or repair for leaks in concrete encased in water, drain, gas or Polybutylene piping.

Electrical:

Covered:

- *Ceiling Fans
- *Garage Door Opener
- * Central Vacuum System (parts not included)
- * Electrical System
- * Bath Exhaust Fans

What's not Covered: All light fixtures including ceiling fans, heat lamps, bulbs, removable attachments, accessories or hoses, whole house fans, intercom systems, alarm systems, electronic or computerized energy management, lighting and appliance management systems, smoke detectors, ballasts, vents, doorbell, chimes and related wiring, saunas or steam rooms, attic fans, telephone wiring, garage doors and their hinges, springs, remote transmitters/key pads: solar electrical systems.

Optional Coverage

Stand-alone freezer

Covered: All parts and components that effect the operation of the unit

Limits: 1- 4 years of coverage \$ 1,000.00 4-7 years of coverage \$600.00. 7-10 years of coverage \$400.00 max per plan to diagnose replace and or repair.

What's not covered Freon, any leaks, door hinges, gaskets and seals on doors, racks, shelves, lights, drawers, ice maker, ice dispenser, water dispenser, any digital controls, display panels,

Pool/Spa

Note all portable and aboveground Spas' are not included in coverage

Covered: This service agreement is for the following items listed for pool/spa components, of the

a. Pumping system b. all components of the heating system,

What's not covered: Control panels lights, electronic boards, liners, structure defects, jets, and any fountains of any kind.

Waterfalls, and their pumping system, heat pumps, any valves any maintenance, Disposable filtration.

Limits \$ 500.00 1 occurrence is allowed on all 1 year contract term.

Well Pump

Covered: All components and parts of well pump utilized as the main source of water to the home.

Limits \$900.00 toward repair and replacement.

What's not covered: Locating pump, Digging, Pump retrieval, Well casings, Pressure tanks, Pressure switches, and gauges, check valve, Relief valve, Piping, or electrical lines leading to or connecting pressure tank and main dwelling including wiring from control box to the pump, holding or storage tanks, re -drilling of wells, or Booster pumps, well pump and well pump components for geothermal and or water source heat pumps.

Central Vacuum:

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

Limits \$300 towards repair or replacement.

What's not covered: Hoses, pipes, clogged pipes, and all accessories.

Sump Pump

Covered: Permanent installed sump for ground water, within the foundation, or attached garage within the home.

What's not covered: Sewer ejector pumps, portable pumps, and backflow preventors

Septic System:

Covered: Sewage ejector pump, jet pump, and septic tank, main line from the house. Aerobic pump.

What's not covered: Clean out, pumping cost to diagnose, lateral lines, and insufficient capacity replacement of the system, pumps, septic tank and line!

Limits \$500.00

Exterior Coverage Option

Available with the Hi-Tech Home Plan Only

Roofing:

Covered: leaks that include up to one square of shingles in one general area for repair.

3 packs of shingles equals 1 square. Traditional roofs are covered.

What's not covered: flashing around chimney, any drip edge around the roofline, roofing ventilation, any form of plywood under shingles. Roof types excluded flat roofs, metal roofs, cedar shake roofs, slate roofs, and concrete roofs. Excluded when damage is caused by poor workmanship (mold, mildew, fungus, resulting in any roof leak).

Limits: \$ 1,000.00 up to 2 occurrences per year for normal wear and tear

Wood Siding:

Covered: All siding properly maintained after initial HTHW home inspection that has been properly maintained by means of pressure washing yearly and caulked and painted properly. In the event, any rotten wood discovered will be replaced including siding and or trim.

What's not covered: any type of boarding material including OSB, plywood, R factor installation, any form of paper wrapping, foam, framing.

Limits \$ 500.00 per occurrences per year for normal wear and tear

Vinyl Siding:

Covered: All trim associated with vinyl, J-channels, solid **soffit or vented soffit**

What's not covered: Note* any physical damage due to grass cutting debris from lawn maintenance, fading due to normal wear and tear

Limits \$ 500.00 up to 2 occurrences per year for normal wear and tear.

Windows:

Covered: Windowsill from any moisture that breaks sill, double pains from moisture and locks associated with normal wear and tear

What's not covered: window grids, mildew due to lack of caulking and or proper maintenance, screens, interior or exterior shades or treatments

Limits \$120.00 per window per occurrences per year for normal wear and tear.

Vinyl & Wood Shutters:

Covered: shutter **sags**, screws, nail backs, normal wear tear rot for wood shutters

What's not covered: Hurricane shutters, folding shutters and any mechanics involved, repainting of shutters due to normal wear tear.

Limits \$ 28.00 per pair of shutters per year for normal wear and tear.

Decks

Covered: Framing structure, all hand rails, pickets, posts, due to normal wear and tear only.

What's not covered: Decking boards, re-staining and or painting, caulking, due to wear and tear. *Note handrails will not be covered under the condition of any abnormal physical damage. Any poor workmanship, any nails causing causing hand rails or pickets to rot. Nails must be galvanized or coated decking screws.

Limits \$500.00 1 occurrence per year.

Lighting & Electric

Covered: Porch lights, garage lights, floodlights, out door receptacles

What's not covered: Any damage in association with the act of construction and or abnormal physical damage. Any electrical in association due to the interference of public electrical wiring or usage such as electric poles, underground or above surface cable or electrical wiring in such common areas, streets, homeowner's property including yard area, Crawl space, etc.

Note* please refer to Standard Coverage for additional what's not

Limits: Up to \$10.00 per light

Crawl Space Doors.

Covered: Doors, hinges due to normal wear tear, framing in association crawl space door

What's not covered: Door locks including pad locks and combination locks

Limit \$ 30.00

Gutters and Downspouts:

Covered: (Seamless gutters systems only) once house has passed inspection of the exterior gutters and down spouts would be fully covered. For normal wear and tear only

What's not covered: Any storm, or act of nature, any power lines, or trees falling or leaning on gutters or, any unforeseen rotten wood that may cause screws, nails, or gutter nails to back out. Cleaning of gutters

Limit \$ 300.00

Note*

Exterior Coverage includes all items listed above. High Tech Home Warranties reserves the right to refuse coverage or claims on any of above items due to lack of maintenance on homeowner or sellers behalf. All items warranted under this coverage option are subject to thorough inspection buy a contractor from High Tech Home Warranties network of approved contractors Our first choice of contractors are from our sister company

HT Homes a home improvement franchise www.1855thhomes.com (please see terms and conditions for contractor service requirements). Any items not mentioned under these terms are not covered.

Terms And Conditions

Limitations of Liability

All plans associated with **HTHW** do not cover repairs or replacement due to fire, freeze, flood, accidents, vandalism, cosmetic defects, structural defects, power failure, storage, surge overload, storms, lighting, pet, or pet damage, neglect, misuse, missing or abuse of parts, We do not cover installation that has been **improperly installed**. We are not liable for routine maintenance. Customer is responsible for cleaning and or maintenance of manufacture equipment.

HTHW will not be responsible for additional fees associated with the removal or installation of systems, appliances and no related equipment in order to make a covered repair. **We do not cover any associated with restoration of wall coverings, floor, ceilings, counter tops, etc.**

All upgrades in association with service will only be delivered if routine maintenance repair or corrective work has been performed. If any additional fees occur in association with the compliance and or regulations, **HTHW** will not be responsible or pay for any cost relating to permits.

No service will be performed in association with hazards waists or toxic materials not limited to but including, mold, asbestos, lead paint and sanitation of sewage, soils. **HTHTW** will not be responsible for any fees associated with the disposal and or removal of such toxic or hazardous materials.

All claims associated with the arising out of any pathogenic organisms no matter of any event of cause that contributes in any sequence to damage or injury. Pathogenic items included but not limited to any bacteria, yeasts, virus, fungi, mildew, mold and or their spores, metabolic products, nor are responsible for, repair removal, remediation, or damages resulting or in relation with such malfunction.

HTHW has the right to all judgment and or decision determining weather any covered system, appliance and all associated components that will be repaired or replaced. **HTHW** is not responsible for any delay in obtaining parts or equipment being replaced due to manufacturer. **HTHW** reserves the right to repair systems and or appliances with non-original manufacturer's parts.

HTHW will not be held responsible for repairs in association from the arising from a manufacture's recall of covered items, designs flaws, and manufactured defects.

Condominium/ Multiple Units/ Mobile Homes

Please call for separate price plans quotes, we will customize it for you.

Plan Effectives Dates

New Home Buyer's coverage is effective at close of sale and effective 1 year from closing date. All plans can be paid in full or monthly either must be paid at the time of closing. There are no inspections on the interior when a new home is purchased if you choose the (The High Tech Home Plan) we will do an exterior inspection only.

Current Home Owner or Seller coverage is effective 30 days after initial **HTHW** application has been processed and all if necessary inspections have taken place.

If you are seller and require a home warranty sooner based on your needs to close a deal we will

Set an appointment to accelerate your needs.

All plans are subject to review.

Renewals and Transfer of Service Contract

A. If a covered property changes ownership during the contract period, please call us @ 770-882-8575 or you can email us @ customerservice@htwarranties.com and leave your request, and one of our representatives will respond to your request within 24 hours. A customer service **reprehensive** will provide the information that you need to make the transfer.

B. Service Contract holder can transfer their contract at any time. There are no fees involved with the transfer of your service contract.

C. This service contract can be renewed solely at the discretion of High Tech Home Warranties and where permitted By State law. We will notify you of rates changes and yearly inspections and terms for renewal if any at all.

D. If you chose the monthly payment plan and HTHW approves you to renew your service contract HTHW will notify you of all rate and terms of renewal. During the 10th month of your service contract you will be automatically renewed for yearly coverage unless you notify HTHW us in writing within 30 days before expiration of your service contract. Once your first payment for the next service contract is made you have accepted another 12 months service contract unless you are on month-to-month service. We recommend that you choose month-to-month coverage unless you are purchasing or selling a home. Your closing attorney will process your payment.

Cancellation:

The contract holder must complete cancellation of your service contract within 3 days from the purchase date of this service contract. Request to cancel must be done in writing mailed to P.O Box 24881 Raleigh NC. 27611 or with an email notification notice Email all request to customerservice@htwarranties.com. The contract holder who provided the funds shall be entitled to a full refund of a paid service contract. A \$40.00 dollar administrative fee will be deducted. After the 3rd day this contract shall be no cancelable by the service contract holder, unless otherwise agreed by HTHW. This service contract is non cancelable by HTHW, except for the specific reasons listed below.

a. Non payment of service contract fees.

b. Misrepresentation or fraud of the facts presented by consumer that was issued the service contract

c. upon mutual agreement of HTHW and the service contract holder.

If HTHW cancels or agrees to allow the service contract holder to cancel after the 30th day, the contract holder who provided the funds shall be entitled to a pro rated refund of the paid contract fee for the unexpired term, there will be no administrative fee and no service costs.

States Covered: MD, VA, GA, DC, NC, SC, DEL, TN, OH, AL NJ, FL, KY, LA, MO, TX, IL, MS, WC, IN, AZ, NM, OK, KS, NV, MN, WA, CA

NC, MD, DEL, and NJ: You may cancel upon demand and receive a full refund within the first (30) days without penalty. After the effective date of the coverage plan, or within 10 days of accepting the coverage plan. or within 10 days of accepting the coverage plan. If service has been rendered, those cost will be deducted from the refund. A ten percent penalty per month shall be added to a refund not paid within (30) days of written request to cancel. If we cancel the coverage plan we will mail a written notice to you at the last know address in our records, at least 15 days prior to cancellation. The notice shall state with respect the reason and effective date of cancellation. Our prior notice of cancellation is not required if cancelled for the reason stated above. If we cancel after 30 days no fees will be deducted from refund.

VA Residents: You may cancel your plan upon notice and receive a full refund without the first 20 days. After selecting your coverage plan. There will be no fees associated with your refund

GA Residents: You can cancel your plan within the first 30 days of the effective date of the plan and receive a full refund without any extra fee's or penalty or within the first 10 days. If we don't refund

*your money within thirty days we will add 12% per month after cancellation has been requested. If HTHW cancels your plan we shall send by mail a written notice to you at **last known** address on **file to you within 30 days** before cancellation has taken place.*

*South Carolina Residents: You may cancel you coverage upon demand and receive a full refund without any penalties with the 1st (30) days after the start date of your plan, or within (10) days upon you receiving the plan. If services have been rendered whatever costs will be ducted from your refund. We will add 10% to your refund if the contract holder refund isn't paid within (30) days of request to cancel service contract. If High Tech Home Warranties **cancels** your coverage plan, we will mail a written notice **to** your last know address from your sign up sheet. We will also send you an email notification **to** your **last known email** address at least 15 days prior to cancellation. The note will state the reason, and date of cancellation. If High Tech Home Warranties cancels your contract after (30) days there will be no admin fees deducted from your refund.*

South Carolina

Information: If the service contract provider does not provide coverage within (60) days of proof of loss in result High Tech Home Warranties. You may contact the South Carolina Department of Insurance @ P.O Box 100105, Columbia South Carolina 29202 or call 1-800-768-3467

Illinois Residents: You may cancel coverage on demand and receive a full refund without any penalties Within the 1st (30) days after the start date of your plan. If services have been rendered cost associated with your services will be deducted from your refund. If you cancel your service contract after (30) days, you will receive a pro rated refund on your paid service contract fee for the unexpired time period less service. There will be no cancellation fees associated with your plan.

Wisconsin Residents: You may cancel your service contract on demand and receive a full refund without any penalties or admin fees within the first (30 days) of your coverage date. We also ask that you request month-to-month service.

*Louisiana and Washington Residents: You may cancel on demand and receive a full refund without any penalties within the first 30 days of your coverage plan, or (10) days of you receiving your plan. A 10% penalty each month will be added to you within 45 days of your request to cancel. If High Tech Home Warranties cancel your plan we will mail you a written notice to **your last known address** and send you email mail notification that we received it. **When you signed up that's in our records, at least 15 days prior to canceling your service contract.** Your notice will state all reasons of why your service contract is being cancelled. If you cancel your service contract **after (30 days your refund will be pro rated).***

Kentucky, and Ohio Residents: Any person who has intent to defraud or know that he is committing a fraud against our company or makes a claim or request services with false information is guilty of insurance fraud. You will be reported to the authorities.

WA, NV, AZ, CA, MN, KS, OK, and NV All Sales are on month-to-month you can cancel your coverage at anytime. You will not be penalizes for anything. If we should cancel your policy at anytime you will be given the reason why as to your coverage will not be allowed.

Arbitration

Any controversy or claim arising out of or relating to this contract or the breach of this contract, shall be settled by binding arbitration in accordance with the rules of www.net-arb.com

The cost of arbitration shall be initially borne by the company and later appointed by the arbitrator's decision will be binding and may not be appealed. A judgment of a court having jurisdiction may be entered upon the arbitrator's Award."

Building and Zoning Requirements or Violations

*HTHW is not responsible for any work, upgrades or costs required to comply with any state local laws or Federal regulations, ordinances, utility regulations or to meet current building or zoning code requirements or to correct code violations. HTHW isn't responsible when permits are not needed, nor will pay any costs relating to permits. HTHW will not perform any services nor pay any cost involving hazardous materials or toxic materials including but not limited to mold, lead paint, asbestos, any sanitation **or** sewage spills, nor will it pay costs related to disposal of refrigerants, recapture, contaminants, hazardous or toxic materials HTHW will only pay costs related to Freon recapture if it is apart of your Service plan.*

Service Overview

*In accordance with terms of Plan, **HTHW** will replace systems and appliances mentioned as covered. Any others will be excluded.*

***HTHW** requires you to contact us in order to have the opportunity to select a contractor from the **HTHW** network that best suits your needs in order to give you proper customer service. In doing so **HTHW** will make contact with contractor and he or she will contact you in order to schedule a visit to your home during normal business hours (8am to 5pm) unless indicated otherwise. **HTHW** **excepts** calls 24 hrs a day 365 days a year. This also applies to inspections for various plans that we offer.*

*All services contracted will be initiated under normal circumstances by us within 24 to 48 hrs. All emergencies (loss of heating, cooling, plumbing, or electrical service) will be handled as quick as possible (additional fees may occur). A service fee of \$ 50 will be collected at the time of service or service may not be rendered. A service fee will be charge on each trade. We carry a general **contractors license and are green certified builders**. All of our contractors are apart of our network and our home improvement franchise system. We are local everywhere. Feel free to receive a free estimate on your next home improvement project.*

HTHW has provided you as a customer with two easy ways to process your claim in order to serve you adequately.

You may process your claim online @ claims@htwarranties.com

You may process your claim by phone (919) 368-7229

Any written correspondence please mail to P.O. Box 24881

Raleigh, NC 27611

Payments made by mail should be made payable to HT Warranties

To the above address

Please Note In order to serve you better please have your Service Contract information in your possession at the time of filing your claim.*