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States Covered: Alabama, Arizona, Arkansas, Colorado, Delaware, Florida, Georgia, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Nebraska, Nevada, New Mexico, North Carolina, Ohio, South Carolina, Tennessee, Texas, Utah, Virginia

Terms and Conditions

***ALL HOMES OVER 5 YEARS OF AGE ARE SUBJECT TO AN IN-HOUSE INSPECTION WITHIN 30 DAYS OF PURCHASE OF YOUR WARRANTY! FOR ALL NEWLY PURCHASED HOMES WITHIN THE LAST 5 YEARS, PLEASE SEND A COPY OF YOUR INSPECTION REPORT TO inspections@htwarranties.com.

ANY CONCERNS DISCOVERED DURING THE INSPECTION MUST BE ADDRESSED BEFORE THE WARRANTY CAN TAKE EFFECT. THIS APPLIES TO ALL HOMES!

PRE-EXISTING CONDITIONS WILL NOT BE COVERED. * All limits are set one (1) occurrence per year.**

Limits are based on age and like-kind.

**** Warranty is for wear and tear and only mechanical breakdown for covered items. {See limits below}**

LANDLORD/PROPERTY MANAGEMENT {See the last page of this document}

All coverage (interior or exterior) is for single family dwelling up to 4000 sq. ft. (Quotes for homes larger than 4000 sq. ft, multifamily dwellings (condos, townhouses) and mobile homes will be processed by phone. Please call (919) 825-4891.

Certain items may be excluded from coverage and/or are subject to inspection before your service contract can take effect due to the age and/or operation of the unit. Please refer to the list of items not covered for details.

Home purchases: Please send home inspection report to inspections@htwarranties.com. You must forward your inspection report within 5 days of closing. Failure to do so could void your coverage under our terms and conditions.

Homes purchased by foreclosure or short sale: Due to the nature of the sale, the condition of the home and all of its components cannot be guaranteed. Therefore, all Systems (HVAC, Plumbing, Electrical) and appliances covered under the warranty, must be serviced and in good working condition prior to the close of sale, to obtain coverage!

Heating & Air System/ Duct work/Cooler (Note for all homes over 5 years of age an inspection may be required.)**

Note: Any heating & cooling system exceeding five tons (maximum capacity) or 5 years of age per unit *will not be covered in this option if a record of maintenance does not exist* on the unit. **Existence of maintenance record ensures that claims will not be denied due to lack of maintenance.** Please call 1-855-278-1312 ext. 1 for additional options for coverage in the event that your system exceeds the **maximum age or capacity**.

Items 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 living space). All duct work, electric central air conditioning condenser, evaporator coil when Freon is restricted only, air handler with exception of leaking evaporator coil and respective drain lines, leaks in accessible refrigerant lines, and metering device (i.e. piston thermal expansion valve.) **Coverage for second and subsequent AC units must be purchased as additional/optional coverage when the plan is purchased.**



Items not covered:

Duct work: Improperly sized, asbestos covered, collapsed or crushed, dampers. Freon, Diagnostic testing of, or locating leaks to duct work including without limitation! As required by state and or federal regulations in ordinance due to improper installation or replacement of system equipment, damaged by moisture of any kind.

HVAC and Water: timers and clocks that do not affect the heating/cooling systems operation of the unit. Passive solar space systems, filters, heat lamps, electronic air cleaners, fuel storage tanks, inserts and key valves, insulation, humidifiers, drain pans, 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, radiant heat, boilers, 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, wood pellet stoves of any kind, vents flues, fireplaces.

Leaking Evaporator or Condenser Coils and Cracked Heat Exchangers are not covered.

****** ALL claims MUST be made at time of occurrence. HTHW WILL NOT PAY for bypassing systems nor will repairs be paid that were made without submission of a claim at time of occurrence and authorization from HTHW.***

Limits: Forced Air Systems

- (1) 1-12 years of age up to \$2,500 max per plan for all makes and models of forced air systems for diagnosis, replacement or repair
- (2) 13-15 years of age up to \$1,500 max per plan for all makes and models of forced air systems for diagnosis, replacement or repair.
- (3) 16- 20 years of age up to \$1,100 max plan for all makes and models of forced air systems for diagnosis, replacement or repair
- (4) 21-25 years of age = Cash Settlement
- (5) **No coverage for units 25 years + 1 day old**

One (1) occurrence is allowed on all 1 year contract term.

Duct work

- (1) 1-12 years of age for Duct work up to \$1,000 for repair or replacement
- (2) 13 -15 years of age for Duct work up to \$700 for repair or replacement.
- (3) 16-20 years of age for Duct work up to \$500 for repair or replacement
- (4) 21 – 25 years of age = Cash Settlement
- (5) **No Coverage for duct work 25 years + 1 day**

One (1) occurrence is allowed on all 1 year contract term.



Example of routine maintenance:

Air conditioner- Regular service entails checking the compressor for proper pressure and making sure that the coolant levels are at manufacturer specifications, not too low but not too high either.

The coils must also be clean and free of condensation, regular service requires ensuring the **entire** system is leak free and all fittings and tubing connections are sealed. Extended use and vibration can work these connections loose.

Note: Depreciation in limits is due to age of appliance and the words up to is based on like-kind (model) of appliance you have!

Kitchen and Laundry Appliances

Covered Appliances: Full Sized Refrigerator, Range (free standing or cook top), Dishwasher, Garbage Disposal, Oven (single or double), Built-in or Over-The-Range Microwave, *Second Appliance (*Included in the High Tech Plan or Optional Coverage) which is another appliance described above located in another room, basement or garage! *Washer and Dryer (*Included in the High Tech Plan, Gold Plan or Optional Coverage).

Items not covered: Stopped up drain lines, venting, refrigeration units with oven combination! Ice and beverage dispensers and all associated equipment, plastic assembly, lint screens, clocks and/or timers that do not affect the operation, cleaning or heating of the units, oven or portable rotisserie units, portable microwaves, halogen units, ice makers or crushers, pans, trays, or light sockets, baskets, rollers, racks, handles for any appliance. 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, Ice Machines, 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. GE Monogram front load washers and dryers Front load washers and dryers less than five (5) years old. Any damage by rodents, insects or animals. Cords, Plugs, Hoses damaged by animals. **High Tech Home Warranties DOES NOT offer coverage for high end appliances (i.e. Sub Zero, Thermador, Daycor, Viking, Wolf, etc.).** Please check the limits on the following page to see if our limits will work for you.

**** Limits up to \$250 on repair or replacement of Garbage Disposals Limits on all**

other kitchen appliances:

1- 3 years of age up to \$ 1,500

4-7 years of age up to \$1,000

8-10 years of age up to \$700

11-13 years of age up to \$500

13 – 17 years of age = cash settlement.

No coverage for appliances 17 years + 1 day

One (1) occurrence is allowed on all 1 year contract term.



Gas and Electric Water Heater (see items not covered under Plumbing):

Limits:

1-4 years up to \$700

5-12 years up to \$400

13 – 17 years = Cash settlement

No coverage on units 17 years + 1 day

Plumbing System Covered: * Plumbing Pipe Leaks * Diverter Valve *Built-in Whirlpool Bathtub (motor & pump ONLY) *Toilets * Stop & Waste Valve * Risers & Gate Valves *Re-circulating Pump *Angle Stops * Sump Pump *Water Pressure Regulator * Shower Valves Water Lines in walls and ceilings!

Items Not Covered: Stoppages of any kind, toilet lids, seats, bidets, plumbing fixtures including, faucets, bathtub, sinks, shower base pan, enclosures, sprinkler or solar systems, gas log lighter, water heater combination units, Phoenix systems, pop-up 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, sewage ejector, holding storage tanks, hose bibs, energy conservation, units, noise electrolysis, whirlpool electronics, 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. Frozen Pipes, Structure shifts causing pipes to burst in the wall and/or cement slab! All outside plumbing pipes underground from the meter to the foundation! Removal of flooring and digging in the concrete slabs.

Limits:

up to \$1,000 max per plan to diagnose, replace or repair damaged plumbing system or items described under What's Covered!

Electrical Systems:

Covered: Panel Box, all breakers, Junction Boxes, wiring all types, Switches, outlets, GFCI outlets and all power sources in the home also including outside receptacles attached to the home

Items not covered: Overloaded circuits, improper installation, outside/underground wiring, electrical wire to meter base and upgraded service (i.e. GFCI or additional outlets installed).

Limits:

Up to \$1,000 for diagnosis, repair or replacement of any covered item under electrical systems

Ceiling Fans: Limits up to \$150 based on like-kind replacement.

Garage Door Opener the whole operating system for diagnosis repair or replacement

Items Not Covered: Garage doors and their hinges, springs, remote transmitters/key pads, light fixtures including bulbs and improper installation.



Limits on Garage Door Openers up to \$400 for diagnosis, repair or replacement (only 1 covered per plan).

Other Items Not Covered: All light fixtures including, 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, solar electrical systems, meters, and meter base combos, underground wiring located outside the home, improper installation.

When purchasing a home warranty be sure to make sure covered items are in good working condition. We do not cover pre-existing conditions known or unknown.

Optional Coverage:

Stand-alone Freezer

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

1- 3 years of coverage up to \$ 1,000

4-7 years of coverage up to \$600

8-10 years of coverage up to \$400 max per plan to diagnose replace and or repair.

Stand Alone Freezer continued

No coverage on units 10 years + 1 day

1 occurrence is allowed on all 1 year contract term.

Items 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, and display panels.

Pool/Spa

Note: All portable and above-ground Pools and Spas are not included in coverage.

Covered: This service agreement is for the following items listed for pool/spa: a.

Pumping system (circulating pump system only)

b. all components of the heating system,

Items Not Covered: Control panels lights, electronic boards, liners, structure defects, jets, fountains of any kind, waterfalls, and their pumping system, heat pumps, any valves, any maintenance, disposable filtration, filter housings, add-ons such as cleaning pump systems, portable and above-ground Pools and Spas are not covered.

Limits:

Up to \$500 1 occurrence is allowed on all 1 year contract term.



Well Pump:

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

Limits:

1-11 years up to \$900

12-17 years up to \$700

17-20 years = cash settlement

No coverage on units 20 years + 1 day

1 occurrence is allowed on all 1 year contract term

Items 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 living space, 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:

Up to \$300 towards repair or replacement

Items 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. **Items**

Not Covered: Sewer ejector pumps, portable pumps, and back flow preventers

Septic System:

Covered: Sewage ejector pump, jet pump, and Aerobic pump.

Items Not Covered: Clean out, pumping cost to diagnose, lateral lines, and insufficient capacity replacement of the system, pumps.

Limits: up to \$500 towards repair or replacement



****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 equal 1 square. Traditional roofs are covered.

Items not covered: flashing around chimney, any drip edge around the roof line, roofing ventilation, any form of plywood under shingles. Roof types excluded flat roofs, metal roofs, cedar shake roofs, slate roofs, concrete roofs, tile roofs, (mold, mildew, fungus) caused by incorrect/poor installation **Limits:**

1-10 years up to \$1,000

11-20 years up to \$700

No Coverage on roofs 20 years + 1 day

****Wood Siding:**

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

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

Limits: up to \$500 per occurrences per year for normal wear and tear

****Vinyl Siding:**

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

Items Not Covered: any physical damage due to grass cutting debris from lawn maintenance, fading due to normal wear and tear **Limits:**

up to \$500 up to 2 occurrences per year for normal wear and tear.

****Windows:**

Covered: Windowsill from any moisture that breaks sill, double panes (from moisture) and locks associated with normal wear and tear.

Items Not Covered: Window grids, mildew (due to lack of caulking and/or proper maintenance), screens, interior or exterior shades or treatments, hinges and springs.

Limits: up to \$120 per window per occurrences per year for normal wear and tear



****Vinyl & Wood Shutters:**

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

Items Not Covered: Hurricane shutters, folding shutters and any mechanics involved, repainting of shutters due to normal wear and tear.

Limits: up to \$28 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

Items Not Covered: Decking boards, re-staining and/or painting, caulking, due to wear and tear. Handrails will not be covered under the condition of any abnormal physical damage. Any poor workmanship, any nails causing hand rails or pickets to rot, damage by rodents, insects or animals.

Note: Nails must be galvanized or coated decking screws.

Limits: up to \$500 1 occurrence per year.

****Lighting & Electric**

Covered: Porch lights, garage lights, floodlights, outdoor receptacles.

Items 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.

Limits:

Up to \$20 per light

****Crawl Space Doors:**

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

Not Covered: Door locks including pad locks and combination locks

Limits: up to \$100

****Gutters and Downspouts:**

Covered: Seamless gutter systems only once house has passed inspection the gutters and down spouts would be fully covered for normal wear and tear only

Items 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: up to \$300



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 seller's behalf. All items warranted under this coverage option are subject to thorough inspection by a contractor from High Tech Home Warranties network of approved contractors. Our first choice of contractors are from our sister company HT Home Experts a home improvement franchise (please see terms and conditions for contractor service requirements). Any items not mentioned under these terms are not covered.

Limitations of Liability

All plans associated with Hi Tech Home Warranties (HTHW) do not cover repairs or replacement due to fire, freezing, flood, accident, vandalism, cosmetic defects, structural defects, power failure, storage, surge/overload, storm, lightning, pet or pet damage, neglect, misuse, missing or abuse of parts.

We do not cover improper installation. We are not accountable for routine maintenance. Customer is responsible for cleaning and/or maintenance of manufactured equipment. Homeowner is responsible for any additional fees associated with the removal or installation of systems, appliances and related equipment to make a covered repair. We do not cover any cost associated with restoration of wall coverings, floors, counter tops and ceilings, 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 are incurred 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 hazardous waste or toxic materials including, but not limited to mold, asbestos, lead paint and sanitation of sewage, soils. HTHW will not be responsible for any fees associated with the disposal and/or removal of such toxic or hazardous materials. The finding and/or removal of any pathogenic organisms are not the responsibility of HTHW. Pathogenic organisms are as follows; mold, mildew, bacteria, viruses, fungi, and spores. HTHW has the right to all judgment and/or decision determining whether 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 due to manufacturer delay.

HTHW reserves the right to repair systems and or appliances with non-original manufacturer's parts. HTHW will not be held responsible for repairs arising from a manufacturer's recall of covered items, design flaws, and manufactured defects. HTHW is not responsible for damages from rodents, insects or animals. HTHW reserves the right to inspect all homes within 30 days of purchase of policy! HTHW will not pay for work that has been completed without authorization.

Condominium/ Multiple Units/ Mobile Homes:

Please call for separate price plan quotes; **we will customize it for you.**

Plan Effective Dates:

New Home Buyer's coverage is effective at close of sale and effective for 1 year from closing date. All plans may be paid in full at the time of closing. There are no inspections on the interior when a new home is purchased. If you choose The High Tech Home Plan, we reserve the right to perform 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 selling your home 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.



Invoices

All invoices are emailed to the email address we have on record. We are a GREEN company and to keep our pricing on warranty coverage as low as possible, **we DO NOT mail invoices unless prior arrangements are made with customer service.** If you do not receive your invoice within **48 hours** of calling in or signing up on line, please check your SPAM folder before contacting customer service. If you are on a recurring (monthly or quarterly payment plan) and you do not receive your invoice on your scheduled date either the 10th or 27th, please contact us as soon as possible to avoid late payment fees.

Monthly and Quarterly Payments

- A. Monthly Service plans purchased by the 10th of the month and after the 25th of the month will have a due date of the first of the month.
- B. Monthly Service plans purchased between the 11th and the 25th of the month will have a due date of the 15th of the month.
- C. Quarterly Service plans will have a due date of the 1st of the month.
- C. All payments are due on either the 1st or 15th of the month whichever applies to the account.
- D. Payments made more than 5 days after account due date are considered late and will incur a late fee.
- E. Payments made through the US Mail or through your banks bill pay system should be mailed to

High Tech Home Warranties
4208 Six Forks Road, Suite 1000
Raleigh, NC 27609

Late Payments

- A. Any payment made more than five (5) days after account payment is due is considered late and will incur a late fee of \$5.00.
- B. **Accounts must maintain a current standing for 30 days to process a claim.**
- C. Any account that is consistently paid past due, 3 or more months, may be canceled. Renewals and Transfer of Service Contract

- A. If a covered property changes ownership during the contract period, please call us @ 855-278- 1312 Ext 1 or 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 representative 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 rate 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
- E. 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.
- F. **States Covered: AL, AR, AZ, CO, DE, FL, GA, IN, IA, KS, KY, LA, MD, MI, MN, MO, MS, NC, NE, NM, NV, OH, SC, TN, TX, UT, VA**

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 and mailed to P.O Box 24881 Raleigh, NC 27611 or with an email notification 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 administrative fee will be deducted. After the 3rd day this contract shall be non-cancellable by the service contract holder, unless otherwise agreed by HTHW. This service contract cannot be canceled by HTHW, except for the specific reasons listed below. **A. Nonpayment 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 prorated refund of the paid contract fee for the unexpired term, there will be no administrative fees and no service costs.

DE, MD and NC 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. If service has been rendered, those costs 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 known 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 canceled 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 within the first 20 days after selecting your coverage plan. There will be no fees associated with your refund.

GA Residents: You may cancel your plan within the first 30 days of the effective date of the plan and receive a full refund without any extra fees or penalty. If we don't refund your money within thirty days we will add 10% 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 within 30 days after cancellation has taken place.

SC Residents: You may cancel your coverage upon demand and receive a full refund without any penalties with the first 30 days after the start date of your plan, or within 10 days of you receiving the plan. If services have been rendered, the costs will be deducted 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 known 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

SC Residents continued:

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 at P.O Box 100105, Columbia South Carolina 29202 or call 1-800-768-3467.

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

LA and WA 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 receipt of your plan. A 10% penalty each month will be added to your plan within 45 days of your request to cancel. If High Tech Home Warranties cancels your plan, we will mail you a written notice to your last known address and send you email notification to the email address we have on file when you signed up, at least 15 days prior to canceling your service contract. Your notice will state all reasons of why your service contract is being canceled. If you cancel your service contract after 30 days your refund will be prorated.

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

AZ, KS, MN, NV, OK and WA Residents: All Sales are on month-to-month you can cancel your coverage at any time. You will not be penalized for anything. If we should cancel your policy at any time you will be given the reason why your coverage is being terminated.

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 is not responsible when permits are needed, nor will we 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 we 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 a part 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 to have the opportunity to select a contractor from the HTHW network that best suits your needs to give you proper customer service. In doing so HTHW will contact contractor and he or she will contact you to schedule a visit to your home during normal business hours (8am to 5pm) unless indicated otherwise. HTHW accepts calls 24 hours a day 365 day 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 hours. All emergencies (loss of heating, cooling, plumbing, or electrical service) will be handled as quickly as possible (additional fees may occur).

A service fee of \$65-\$75 (based on your plan deductible) will be collected at the time of service or service may not be rendered. In the event the property is a rental, the plan deductible may be made directly to HTHW by credit card prior to service completion or by cash or check at the time of service to the contractor. Payment must be made for service to be rendered. A service fee will be charged on each claim, per item, per occurrence (i.e. claim on washer and dryer = 2 claims).

We carry a general contractor's license and are green certified builders. All our contractors are a part 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 to serve you adequately.

ALL claims **MUST** be made at time of occurrence. HTHW **WILL NOT PAY** for any systems that were bypassed or any repairs made without submission of a claim at time of occurrence and authorization from HTHW.

You may process your claim online at claims@htwarranties.com, by phone (855) 278-1312 Ext 3, via website at www.htwarranties.com or by mail to

High Tech Home Warranties
4208 Six Forks Road, Suite 1000
Raleigh, NC 27609

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

Landlord/Tenant/Property Management: It is the Property Owner's (Landlord's) responsibility to pay for the service call fees and repairs of items that are not covered under this warranty. If High Tech Home Warranties (HTHW) must pay the service provider on your behalf, you will be invoiced for the charges and assessed a credit card processing fee of 2.75% (at present which is subject to change without notice) which is levied upon HTHW by our credit card processing company and/or PayPal. To avoid this additional charge, we can keep your credit card on file to pay for service call fees and/or any uncovered charges for your rental property or the tenant or property management can pay for the services and be reimbursed by the Property Owner/Landlord.

If your property is managed by a Property Management company and the need arises to file a claim on your behalf, please instruct the Agent to give your name as well as their contact information at that time. Please forward a copy of these terms and conditions to your Property Management company as we do not cover maintenance issue for your property.

Payments by mail should be made payable to:

High Tech Home Warranties
4208 Six Forks Road, Suite 1000
Raleigh, NC 27609

When sending correspondence through the mail, please include your name, address, telephone number and email address.

WE RESERVE THE RIGHT TO MAKE NECESSARY CHANGES AND UPDATES TO THE TERMS AND CONDITIONS AT ANY TIME.

