

**Service Contractor Provider: Freedom Home Warranty**

**Service Contractor Holder Name:** \_\_\_\_\_

**Property Address Covered:** \_\_\_\_\_

**Definitions:**

FHW, We, Us, and Our mean the provider of this plan, Freedom Home Warranty, LLC with a physical address of 707 24<sup>th</sup> St, Suite 2B, Ogden, UT 84401. You and Your mean the purchaser and service Contact Holder of the Plan. Plan means one of the three available plans to choose from (Patriot, Liberty, or Freedom). This service contract is also referred to as the Declaration of Coverage. The Declaration of Coverage can be viewed anytime online by visiting our website at [www.FreedomHW.com](http://www.FreedomHW.com). IPC means Independent Professional Contractor. The Contract Holder has the option to choose their own Independent Professional Contractor. FHW must confirm any correspondence including but not limited to, writing, email and or phone, from contract holder to FHW for that correspondence to be acknowledged.

**Plan Effective Dates:**

The effective date of the plan will be the date that Freedom Home Warranty receives the payment for the plan and is then effective for a period of 12 months from that date. Coverage for single family residential-use resale and new construction homes less than 5,000 sq. ft. is provided unless amended by Freedom Home Warranty prior to the effective date of coverage. If the appropriate fee is paid, Resale and New Construction homes 5,000 sq. ft. or more, multiple units, existing homes not part of a real estate transaction, mother-in-law-units, guest houses, detached building, casitas, and other structures are covered. Coverage for homes 10,000 sq. ft. or over is not available. The coverage provided is for residential-use property only. Upon receipt of payment you agree to all terms of this contract.

**Home Buyer's Coverage:**

A 30 day grace period is offered from the effective date, during which you may add additional coverage. You must pay for and request additional coverage within the 30 day grace period or it shall be conclusively presumed that you do not wish to add additional coverage.

**Home Seller's Coverage (for listing/closing period):**

The seller's coverage is limited to homes that are currently listed for sale. Coverage becomes effective immediately after the application is received by Freedom Home Warranty and continues until whichever comes first: expiration of the initial listing period (up to 180 days), listing termination, or close of sale. If the close of sale does not occur within the 180-day period, we may, at our sole discretion and upon written request via email from the contract holder, extend the seller's coverage period. The coverage is subject to a combined \$500 maximum for diagnosis, repair, or replacement during the Seller's Coverage period. You may send written requests to extend the seller's coverage to [Info@FreedomHW.com](mailto:Info@FreedomHW.com). Pre-existing conditions are not covered for the home seller. Defects of covered items found at the time of home inspection are excluded from coverage until proof of repair or replacement is received by us. You may send proof to [Info@FreedomHW.com](mailto:Info@FreedomHW.com). Home Seller's Coverage is not available on guest houses, multi-unit dwellings, homes 5,000 sq. ft. or over, casitas, lease-purchase properties, and properties not going through a Real Estate transaction. HOME SELLER'S COVERAGE LIMITS: \$500 coverage/payout limit during Seller's Coverage Term. Seller's Coverage is Patriot Plan only.

**For Homes Not Going Through a Real Estate Transaction:**

If you are not involved in a real estate transaction, coverage may be purchased for the cost of the plan chosen. Any pre-existing conditions are not covered. The Contract becomes effective 30 days after payment is received by Freedom Home Warranty, and continues for a period of 12 months from the effective date.

**Monthly Plans:**

All plans may be paid monthly or in full. All monthly contracts automatically renew, unless cancelled by the contract holder or are non-renewed by Freedom Home Warranty. Monthly payments must be made by credit or debit card and are subject to a \$5 per month transaction processing fee. Cancellation of plan by the contract holder must be confirmed by Freedom Home Warranty in writing or via email.

**Transfer by Plan Holder:**

All plans are transferable for the remaining term of the initial service contract to a new contractor holder at the same property address. You must notify Freedom Home Warranty of the transfer by emailing [Info@FreedomHW.com](mailto:Info@FreedomHW.com). If a home inspection is completed during the transfer of real estate, defects of covered items found at the time of the home inspection are excluded from coverage until proof of repair or replacement is received by us. You may send proof to [Info@FreedomHW.com](mailto:Info@FreedomHW.com).

**Service Requests:**

- 1) Only the Contract Holder can request service. Service must be requested online at [www.FreedomHW.com](http://www.FreedomHW.com) or by calling 888-495-2249, 24 hours a day, 7 days a week. A \$65 processing fee per each service request will be collected from Contract Holder via credit or debit card prior to processing each service request and the claim being initiated.
- 2) Contract Holder has the option to choose their own Independent Professional Contractor (IPC).

- When you choose to obtain an Independent Professional Contractor (IPC) out of our network to perform diagnosis and/or service: 1) The IPC must be qualified, licensed, insured, and charge fair and reasonable rates for parts and service. 2) Once the technician is at the home and prior to any services being rendered, the IPC must call our Authorization Department at 888-495-2249 with the contractor's diagnosis and dollar amount of services required. Covered repairs or replacements will be authorized if work can be completed at an agreed upon rate. 3) We will provide an Authorization Number for the covered services and dollar amount that we have authorized. Failure to contact us as outlined may result in denial of coverage. Upon completion of the authorized services, the contractor must provide Freedom Home Warranty an itemized invoice for payment, including the Authorization Number. A service fee will be charged for each individual IPC that is called to the property. Any additional fees associated with the service request or for repairs not authorized by us may be deducted from the payment amount or to be paid by Contract Holder. 3) If IPC requires payment while on jobsite, then Contract Holder will need to submit the appropriate above mentioned items for reimbursement.
- 3) If contract holder requests the wrong trade for services, contract holder will be responsible to pay an additional service request fee.
  - 4) Contract holder shall have the option to have FHW select a Preferred Contractor (PC) to perform the service. Under normal circumstances, services will be initiated with-in 48 hours after your service request is made.
  - 5) It is the responsibility of the contract holder to have the desired area of service free and clear of all debris so that the contractor has full access to the desired area of service. If additional fees are incurred from the PC due to the area not being prepared for the PC these fees will be the sole responsibility of the contract holder. PC shall not be responsible for any damage to items on the home or desired area of service as a result of contract holder not having the area prepared for the service. If the desired area is not accessible and the PC has to make a second trip to service a request, then the contract holder will be subject to an additional service request fee.
  - 6) FHW will not reimburse for services performed without prior authorization. Freedom Home Warranty has the sole right to determine whether a covered appliance, system, or component will be repaired or replaced.
  - 7) Freedom Home Warranty reserves the right to require a second opinion, at its own cost.
  - 8) FHW in its sole discretion may require a copy of a current home inspection on the subject property.
  - 9) FHW will guarantee service work completed by our preferred contractor for 30 days after work is completed. Service work completed by a contractor that is not an FHW Preferred Contractor is not guaranteed by FHW.

**Arbitration:**

Any matter in dispute between You and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of (The American Arbitration Association or other recognized arbitrator), a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both You and the Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgement in any court of property jurisdiction. By entering into this Agreement the parties agree and acknowledge that all disputes they have that involve us, or arise out of actions that we did or did not take, shall be arbitrated as set forth herein as long as the claim is in excess of the applicable small claims court jurisdictional limit. The parties further agree that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled as follows:

1. Final and binding arbitration shall be held in the county of the covered property address, or other location mutually agreed upon by both parties in writing; OR
2. Small claims court; for claims in excess of the Small Claims Court jurisdictional limit.

The arbitration shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association pursuant to its rules for consumer disputes. Copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or

by calling 800.778.7879. Contract holders' sole remedy under this Contract is recovery of the cost of the required repair or replacement, whichever is less. The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

**Right to Contact:**

Freedom Home Warranty may use Contract Holder's contact information to contact You if necessary and to perform business functions. We may also use this information to notify You about special promotions offered and new products or services offered by Freedom Home Warranty or any of its affiliates. Freedom Home Warranty will not rent, sell, or lease Contract Holder's contact information to third parties.

**Your Duties:**

You are responsible for the following: 1) Maintaining and installing appliances/systems following manufacturer's specifications; 2) Reporting claims promptly; and 3) Protecting appliances/systems.

**This Contract Does Not Cover:**

- Repairs or replacement required as a result of structural defects; accidents; fire, freeze, flood, or other acts of God; neglect; misuse; abuse; missing parts; vandalism; manufacturer defects; power failure, shortage, surge or overload; inadequate capacity; cosmetic defects; design flaws; or damages due to pests or pets.
- Consequential or secondary damage, including but not limited to any damage resulting from water, gas, smoke, fire, oil, or other natural or manmade substances or materials, and any damages due to a service contractor's conventional repair efforts of the primary item.
- Closing or providing access to any covered items.
- Cost of carpentry, construction, or other modifications made necessary by a covered repair or replacement.
- Freedom Home Warranty is not responsible for additional charges to install or remove appliances, systems, or non-related equipment; nor does Freedom Home Warranty cover the cost of restoration of floor coverings, wall coverings, countertops, sheetrock, paint, etc.
- Living spaces detached from main home, unless additional option is chosen (See A La Carte Option - Detached Building Coverage).
- Repairs or replacement required as a result of failure to maintain or clean the specific item according to manufacturer specifications.
- Repairs or replacement required as a result of improper, previous or attempted repair or improper installation.
- Failure to provide timely service due to conditions beyond America's Choice Home Warranty's control, including but not limited to, labor difficulties, or part or equipment delays.
- Commercial properties and residential properties being used for commercial and/or business purposes such as, but not limited to: nursing/care homes, fraternity/sorority houses, day care centers, or any other business or home used as a business.
- Systems or appliances classified by the manufacturer as commercial and/or commercial equipment modified for domestic use.
- Diagnosis, repair, removal, or remediation including but not limited to meth, radon, mold, mildew, rot, or fungus, or any damages resulting from including but not limited to meth, radon, mold, mildew, rot, or fungus, even when caused by or related to the malfunction, replacement, or repair of a covered appliance or system.
- Cost for cranes or other lifting equipment.
- Cost relating to permits.
- Performance of services involving toxic or hazardous materials, including but not limited to, lead paint, mold, asbestos, or sanitation of sewage spills; costs related to disposal of hazardous or toxic materials; costs related to recapture and/or disposal of refrigerants.
- Removal of defective appliances and systems, unless Liberty or Freedom Plan is chosen.
- Items covered by a builder, manufacturer, extended warranty, or distributor.
- Any and all pre-existing conditions are not covered and Contract Holder is expected and responsible to disclose any and all non-working items prior to the effective date of plan.
- If code upgrades are required by FHW Preferred Contractor or the homeowner's Independent Professional Contractor as part of the service repair process, code upgrades must be completed at homeowners expense or the claim/service is subject to denial.

**Emergencies:**

In cases of emergency, please contact your IPC OR contact FHW at Info@FreedomHW.com or by calling 888-495-2249. We will make every reasonable effort to expedite service, including initiating our service effort within 24 hours. An emergency is defined as a service issue resulting in 1) A condition that immediately endangers safety and health; 2) A system malfunction that is causing continuous damage to the home; 3) No water, gas, electricity, or toilet facilities to the entire home; and/or 4) a condition that interferes with healthcare support of occupants. Other conditions may, at our sole discretion, be considered an emergency. If the Service Contract holder requests non-emergency service outside of normal business hours, you will be responsible for additional fees, including but not limited to overtime.

**Cash in Lieu:**

We reserve the right to provide cash in lieu of repair or replacement in the amount of our actual cost. Payment may be less than retail and will be provided based on our negotiated rates with our Service Network and/or Supplier Provider. Once you accept cash in lieu of service, Freedom Home Warranty is not responsible for work performed. To ensure continued coverage of the appliance or system for which we provide a cash in lieu settlement, either during the current or future terms of coverage, the Contract Holder must provide proof of replacement or repair that meets our reasonable satisfaction. Proof may be sent to: Info@FreedomHW.com.

# Plans:

## Patriot Plan:

**REAL ESTATE TRANSACTION CONTRACT**

Single Family Residence:	\$295
Condominium/Townhome	\$295

**Multiple Unit Coverage is Patriot Plan only**

Duplex:	\$495
Triplex:	\$695
Fourplex:	\$895

**NEW CONSTRUCTION CONTRACT (YEARS 2-4)**

Patriot Protection Plan:	\$495
Liberty Protection Plan:	\$695
Freedom Protection Plan:	\$895

**New Construction Coverage:**

COVERED: Services and repairs approved by The Builder during the first 12 months. After the first year, Freedom Home Warranty is the sole provider of Home Warranty coverage. For the appropriate service call fee, Freedom Home Warranty will cover the cost of repair on approved systems and appliances according to The Contract Holder's plan. EXCLUSIONS: Any service or repair not approved by The Builder.

**Re-Key Service:**

COVERED: For the applicable service request fee, Freedom Home Warranty will re-key up to six locks, for standard cylinder door locks and deadbolts. Four copies of the key will be provided. EXCLUSIONS: Non-standard cylinder door locks, including but not limited to: biometric door locks, high security door locks, and storm doors. Freedom Home Warranty is not responsible for picking locks. Not available for Home Seller's Coverage.

**Air Conditioning and Heating System:**

COVERED: All components and parts of the primary air conditioning and heating systems: ducted electric central air conditioning systems; water evaporative coolers; ducted forced air, gas, or electric central heating systems; air source heat pumps; all mechanical parts thereof, including but not limited to thermostats and accessible refrigerant lines. Coverage is limited to one air conditioner unit and one heating unit. Any additional units will require an additional service fee.

EFFICIENCY AND MODIFICATIONS: If Freedom Home Warranty determines a covered heating or air conditioning unit must be replaced according to the terms of the Contract, Freedom Home Warranty will replace the inoperable unit with one that meets the current local government, federal, and/or state efficiency standards as long as the replacement falls within

your policy coverage. During a covered repair or replacement of heating or air conditioning equipment, Freedom Home Warranty includes modifications to the following items as needed to complete the repair or replacement, limited to \$500: air handling transition; refrigerant lines; flues; flex piping; duct transition; drain pans and lines; and indoor electrical, diagnosis, repair or replacement of water evaporative coolers.

**EXCLUSIONS:** Chiller systems and chiller components; inaccessible and/or wall obstructed refrigerant lines; fireplaces of any kind; unless gas fireplace is elected as a la carte option (even if main source of heat) and key valves; electric cable heating systems; solar heating; water source heat pumps; wall units; portable units; roof jacks or stands; boiler and radiant heat systems; grills; pre-coolers; oil or diesel heating systems; units in excess of 5-ton capacity; wood, pellet, or gas stoves; electronic air cleaners; computerized HVAC management systems or zone controllers; humidifiers; filters; flues and vents; condenser casings; deionizers; registers; leak detection tests; drain and condensate pans, except as noted in "Efficiency and Modifications"; structural modifications required in connection with any covered repair; failure or inadequacy caused by system operation outside of manufacturer specifications. Water evaporative cooler repair or replacement necessitated by rust, corrosion or chemical deposits.

**LIMITS:** \$1500 total maximum for diagnosis, replacement, and repair during coverage term.

**SELLERS COVERAGE LIMITS:** \$500 total maximum for diagnosis, replacement, and repair during coverage term.

#### **Air Conditioning and Heating Tune-Up:**

**COVERED:** For the applicable service call fee, Freedom Home Warranty will perform one air conditioner and one heating tune-up as follows: check refrigerant levels and system pressures; check heat operations; inspect pilot system; test capacitors; test temperature split; clean condenser coils; check contactors; perform amp draw on condenser and evaporator motors and compressor; check condensation lines; calibrate thermostat; clean burners; clean and tighten electrical connections; test limit switches; and test safety switches. Change filters (owner to supply filter prior to visit).

**NOTE:** The Contract Holder will be required to pay an additional charge(s) directly to the service contractor at time of service, if the contract holder places an additional service request while the contractor is performing a tune-up at their home.

**LIMITS:** Tune-ups are covered for only one unit. Contract Holder will be responsible to pay the service contractor any additional fees for each additional unit.

#### **Plumbing System:**

**COVERED:** Plumbing pipe leaks; gas or electric water heater up to 50 gallons; toilet wax ring seals; clearing of drain line stoppages through an accessible cleanout up to 100 feet from access point; toilets and related mechanisms; recirculating pump; built-in bathtub whirlpool motor and pump; permanently installed sump pumps (ground water only); and tankless water heaters.

**EXCLUSIONS:** Stoppages or breaks caused by roots; stoppages that cannot be cleared with a standard 100-foot sewer cable, even if within the home's main foundation; stoppages caused by collapsed, damaged, or broken drain, vent, or sewer lines outside the home's main foundation; caulking; grouting; valves for shower, tub, and diverter valves; water filtration/purification system; septic tanks; holding or storage tanks; cameras; hydrojetting; icemaker water lines; whirlpool air switch assemblies; cost to install cleanouts; costs to locate or access cleanouts, including through roof vents and toilet removal; bathtubs; sinks; showers; flow restrictions in fresh water lines; toilet lids and seats; leak detection tests; shower enclosures and base pans; whirlpool jets; saunas or steam rooms; external hose bibbs; water softeners; polybutylene piping; water heater expansion tanks; inadequate or excessive water pressure; sewage ejector pump; leaks in concrete-encased water, drain, or gas lines; all other parts and repairs that are not listed as covered; code upgrades.

**LIMITS:** \$1,000 total maximum for diagnosis, replacement, and repair during coverage term.

Obstructions to plumbing and their replacement are the Contract Holder's responsibility to replace/remove and include: cabinetry, tile, or any other items permanently affixed or requiring additional work to remove. Toilet tanks and bowls replaced with builders standard, when necessary. Limit one sewer stoppage clearing per secondary waste line or sewer line.

#### **Appliances:**

##### **Dishwasher:**

**COVERED:** All parts and components affecting the cleaning or heating operation of the unit, including seals and hinges.

**EXCLUSIONS:** Racks; runner guards; lights or light sockets; knobs; rollers; interior linings; timers and clocks (that do not affect the cleaning or heating operation of the unit); shelves; portable or countertop.

**LIMITS:** \$500 total maximum for diagnosis, replacement, and repair during coverage term.

##### **Oven/Range/Cooktop:**

**COVERED:** All parts and components affecting the heating or cleaning operation of the unit, including seals and hinges.

**EXCLUSIONS:** Racks; runner guards; lights or light sockets; knobs; rollers; interior linings; timers and clocks (that do not affect the cleaning or heating operation of the unit); shelves; trim kits.

**LIMITS:** \$500 total maximum for diagnosis, replacement, and repair during coverage term.

**Built in Microwave Oven:**

COVERED: All parts and components affecting the cooking or heating operation of the unit, including seals and hinges.

EXCLUSIONS: Racks; runner guards; portable or countertop microwaves; lights or light sockets; knobs; rollers; interior linings; timers and clocks (that do not affect the cooking or heating operation of the unit); trim kits; shelves; halogen units.

LIMITS: \$500 total maximum to diagnose, repair, and replace microwave/oven combination units.

**Kitchen Exhaust Fan:**

COVERED: All parts and components affecting the operation of the unit.

LIMITS: \$250 total maximum for diagnosis, replacement, and repair during coverage term.

**Trash Compactor:**

COVERED: All parts and components affecting the operation of the unit.

LIMITS: \$500 total maximum for diagnosis, replacement, and repair during coverage term.

**Garbage Disposal:**

COVERED: All parts and components affecting the operation of the unit.

LIMITS: \$300 total maximum for diagnosis, replacement, and repair during coverage term.

**Central Vacuum:**

COVERED: Power Unit motor, electrical components and canister.

EXCLUSIONS: Removable components including hoses, filters, accessories, vents and stoppages. Not responsible for gaining or closing access to floors, walls, ceilings etc to locate the malfunction and repair.

LIMITS: \$500 total maximum for diagnosis, replacement, and repair during coverage term.

**Electrical System:**

COVERED: Plugs; exhaust fans; wiring; circuit breakers; switches and fuses; panels and subpanels; junction boxes; conduit; ceiling fans.

EXCLUSIONS: Low voltage relay systems; wireless remotes; smoke detectors; ballasts; intercoms; heat lamps; alarms; doorbell and related wiring; saunas or steam rooms; electronic or computerized energy management or lighting and appliance management systems; telephone wiring; chimes; light fixtures; bulbs; computerized or electronic energy management or appliance and lighting management systems; code upgrades.

LIMITS: \$500 total maximum for diagnosis, replacement, and repair during coverage term.

**Garage Door Opener:**

COVERED: Switches; capacitor; receiver unit; motor; carriage; eye sensors; push arm.

EXCLUSIONS: Garage doors; chains; cables; remote transmitter; adjustments; springs; hinges; keypad; any units not meeting current safety standards.

LIMITS: \$400 total maximum for diagnosis, replacement, and repair during coverage term.

## Liberty Plan:

Includes all items listed under the Patriot plan and the additional items described in this plan.

**REAL ESTATE TRANSACTION CONTRACT**

Single Family Residence: \$395

Condominium/Townhome \$395

**Air Conditioning and Heating System:** COVERED: Window units. Refrigerant recapture, recovery, and recharge; recharge limited to \$20 per pound.

**Plumbing:** COVERED: Pressure regulators. Shower heads, faucets, and shower arms (replaced with chrome builders standard, when necessary). Gate valves and ball valves.

**Oven/Range/Cooktop:** COVERED: Knob; racks; interior lining; clocks; rotisseries; and handles.

**Trash Compactor:** COVERED: Lock and key assemblies and removable buckets.

**Dishwasher:** COVERED: Rollers, baskets, racks, and door seals and hinges.

**Built-in Microwave:** COVERED: Clocks, interior lining, and shelves.

**Electrical:** COVERED: Heat lamps.

**Garage Door Opener:** COVERED: Hinges and springs.

**Refrigerator:** COVERED: Mechanical components and parts that affect the cooling operation, including refrigerant recapture, recovery, and recharge; ice maker; beverage dispenser.

EXCLUSIONS: Water lines; rollers; racks; trays; baskets; food spoilage; lights or light sockets; wine chillers; buckets; trim kits; handles; door seals; runner guards; shelves; interior linings; touch pads.

HAUL AWAY: Freedom Home Warranty will pay up to \$100 to remove a covered system, appliance, or component when Freedom Home Warranty is replacing a covered system, appliance, or component.

LIMITS: \$1,500 total maximum for diagnosis, replacement, and repair during coverage term.

## Freedom Plan:

Includes all items listed under the Patriot and Liberty plans and the additional items described in this plan.

### **REAL ESTATE TRANSACTION CONTRACT**

Single Family Residence: \$495

Condominium/Townhome \$495

**Washer and Dryer:** COVERED: Mechanical parts and components which affect operation.

EXCLUSIONS: Plastic mini tubes, knobs/dials, lint screens, filters, venting, touch pad assemble, thermal shells, trim/deco kits, soap dispenser, all-in-one washer/dryer combo units.

LIMITS: \$1,000 total maximum for diagnosis, replacement, and repair during coverage term.

**Water Softener:** COVERED: Mechanical parts and components which affect the operation.

EXCLUSIONS: Water filtration systems; water purification systems; conditions caused by calcium, chemical, or sediment build-up and/or deposits; resin bed; softening agents.

LIMITS: \$500 total maximum for diagnosis, replacement, and repair during coverage term.

**Plumbing:** COVERED: Interior and exterior hose bibbs; water heater expansion tank; toilet removal and reattachment for access to clear drain line stoppages when no existing cleanout is present; toilet replacement with like quality during a covered replacement; valves for shower, tub, and diverter valves.

EXCLUSIONS: Damage due to roots; damaged due to freeze; sprinkler system; downspout; landscape drain lines; pool piping.

Freedom Home Warranty is not responsible to restore or replace landscaping as a result of accessing and closing access to underground plumbing.

## Eagle Plan:

**Two Year Contract:** A second year to the service contract can be purchased either at the time the plan is initially ordered or before the expiration of the initial term. If purchased at the time the plan is initially ordered the amount for the second year is 75% of the original plan fee and the term of the contract will be 12 consecutive months from the date of the expiration of the initial term. If the second year is purchased after the initial plan is ordered, but before the expiration of the initial term, the cost is equal to the plan chosen, and the expiration of the 2nd year contract will be 13 months after the date of the initial term expiration.

## A La Carte Options:

**Additional Refrigeration (per unit):** \$50

COVERED: Mechanical parts and components that affect the cooling operation, including refrigerant recapture, recharge, and recovery; beverage dispenser; icemaker.

EXCLUSIONS: Touch pads; runner guards; shelves; water lines; food spoilage; rollers; racks; handles; lights or light sockets; baskets; buckets; trays; trim kits; wine chillers; door seals; interior linings.

LIMITS: \$1,500 total maximum to diagnose, replace, and repair kitchen refrigerator; \$500 total maximum to diagnose, replace, and repair wet bar refrigerator during coverage term.

**Washer-Dryer (Per Set):** \$85

COVERED: Mechanical parts and components that affect the operation.

EXCLUSIONS: Trim kits; soap dispenser; venting; dials; knobs; filter; lint screens; touch pad assembly; interior thermal shells; "all-in-one" washer/dryer units.

LIMITS: \$1,500 total maximum for diagnosis, replacement, and repair during coverage term.

**Water Softener:** \$45

COVERED: Mechanical parts and components that affect the operation.

EXCLUSIONS: Water filtration systems; water purification systems; conditions caused by calcium, chemical, or sediment build-up and/or deposits; resin bed; softening agents.

LIMITS: \$500 total maximum to diagnose, replace, and repair.

**Swimming Pool and Hot Tub** \$150

COVERED: Above-ground and accessible working components and parts of filtration and heating system as follows: pool sweep motor and pump; filter timer; pool pump; motor; filter housing; back flush valve; gaskets; blower; heater; above-ground plumbing pipes and wiring.

EXCLUSIONS: Pop-up heads; skimmers; fill line; lights; fill valve; control panels, boards, and switches; jets; cartridge filters; disposable filtration mediums; sand as filtration medium; turbo valves; heat pump; pool liner; pool cover and related equipment; solar plumbing or heating equipment.

SWIMMING POOL AND HOT TUB LIMITS: Repairs will be limited to \$1,000 per Contract for diagnosis, parts, labor, and materials.

**Salt Water Swimming Pool and Hot Tub** \$330

COVERED: (see swimming pool coverage, limits, and exclusions) AND salt water control unit; flow sensor for the salt water chlorinator; salt cell.

SALT WATER SWIMMING POOL AND HOT TUB LIMITS: Repairs will be limited to \$1,500 per Contract for diagnosis, parts, labor, and materials.

**Hot Tub** \$85

COVERED: (see swimming pool coverage, limits, and exclusions)

LIMITS: Repairs will be limited to \$1,000 per Contract for diagnosis, parts, labor, and materials.

**Freestanding Icemaker:** \$45

COVERED: All components that affect the beverage dispensing and ice making and crushing operation of the unit, including thermostat, compressor, evaporator motor, condenser coil, and fill valve.

EXCLUSIONS: Interior thermal shells; insulation.

LIMITS: \$500 total maximum to repair and diagnose.

**Gas Fireplace:** \$60

COVERED: Gas valve, pilot assembly, thermocouple, and blower fan.

EXCLUSIONS: Hinged mechanisms, glass faces, wall switches associated with ignition, flues.

LIMITS: \$500 total maximum to repair and diagnose.

**Septic System and Pumping:** \$85

COVERED: Septic tank; jet pump; aerobic pump; sewage ejector pump; and line from house. If stoppage is due to septic tank backup, Freedom Home Warranty will pump the septic tank one time during the term of the Contract.

EXCLUSIONS: Leach beds and tile fields; lateral lines; leach lines; cleanout; insufficient capacity; the cost of locating or gaining access to tank; chemical treatments.

LIMITS: Coverage limited to one septic tank. \$500 total maximum to diagnose, replace, and repair septic system. Septic tank pumping is limited to one occurrence during the Contract term.

**Grinder Pump:** \$135

COVERED: Sewage grinder pump utilized for the main dwelling only, up to 2 horsepower.

EXCLUSIONS: Piping and electrical lines; electrical panel box; grinder pump station housing; components.

LIMITS: \$500 total maximum to diagnose, replace, and repair.

NOTE: Not available to multi-unit buildings.

**Booster Pump:** \$135

COVERED: Well pump and booster utilized for the main dwelling only.

EXCLUSIONS: Storage or pressure tank; piping and electrical lines; control boxes; well casing; capacitors or relays; pressure switches; well pump and well pump components and piping for geothermal and/or water source heat pumps; access to repair well pump system.

LIMITS: \$1,000 total maximum to repair and diagnose.

**Well Pump:** \$90

COVERED: Well pump utilized for the main dwelling only.

EXCLUSIONS: Well casing; electrical and piping lines; control boxes; pressure or storage tank; pressure switches; relays or capacitors; well pump and well pump components and piping for geothermal and/or water source heat pumps; access to repair well pump system.

LIMITS: \$1,000 total maximum to diagnose and repair.



**Detached Building Coverage:** \$145

COVERED: Additional living space up to 1,500 square feet. Includes all items listed in Patriot Plan.

NOTE: Optional Coverage added to the main living space does not apply to Detached Building Coverage. Optional Coverage is available and can be added to the detached building at the time of order placement or within 30 days of the effective date.

**Pre-Paid Service Call Fee:** \$65

COVERED: The purchase of this option allows Contract Holder to request service one time during the contract year without paying a service call fee to Freedom Home Warranty.

NOTE: If unused during the Contract term, and we elect to renew your Contract, the pre-paid service call fee will remain available with the renewal Contract.

**Cancellation:**

Unless otherwise allowed by the law, requesting cancellation of the Contract must be made in writing. Cancellation requests can be sent to Info@FreedomHW.com. If cancellation is performed with-in the first 30 days of coverage then the Contract Holder may be entitled to the 110% guarantee program (see below). If the Contract Holder cancels after 30 days or does not meet the required conditions for the 110% Guarantee, the Contract Holder will then be entitled to a pro-rated refund of the Contract proceeds less a \$35 administrative fee and actual service costs incurred by FHW. Freedom Home Warranty may not cancel the Contract during the initial term for which it was issued except for any of the following reasons. 1) Nonpayment of Contract and Service fees when due. 2) Contract Holders attempt of fraud or misrepresentation of facts material to the issuance of this contract, or in presenting a claim for service thereunder. If Freedom Home Warranty initiates the cancellation, the company shall use the last known address on record to send by first-class mail a written notice of cancellation to the Contract Holder at least 30 days prior to the cancellation. Cancellation notice from Freedom Home Warranty will include the reason for cancellation. If Seller's Coverage is canceled after service has been performed and the contract fee has not yet been paid, the Contract Holder will be responsible for reimbursement to Freedom Home Warranty for the service costs incurred or for purchase of the contract, whichever is less.

**Offer 110% Guarantee:** 110% guarantee is offered only if a cancellation is made with-in the first 30 days of coverage. The following conditions must be met. There must be no claims filed, all cancellations must be in writing, and must be with-in the first 30 days of coverage. Freedom Home Warranty must approve the reason for cancellation.

**No Fault Coverage:**

Freedom Home Warranty will not be responsible for replacement service when permits cannot be obtained by the contract holder.

ANY AND ALL ITEMS NOT REFERENCED IN THE ABOVE PLANS ARE TO BE CONSIDERED NOT COVERED UNLESS RECEIVED IN WRITING AND AUTHORIZED BY Freedom Home Warranty.

**For Utah Residents:**

The service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Contract is not guaranteed by the Property and Casualty Guaranty Association. If Freedom Home Warranty initiates the cancellation, the company shall use the last known address on record to send by first-class mail a written notice of cancellation to the contract holder at least 30 days prior to the cancellation.

**For Wyoming Residents:**

Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

**Arbitration:** The above aforementioned arbitration section is voided from the contract. Any matters of difference may be settled by arbitration if agreed to by the parties in a separate written agreement at the time of any dispute. Any action shall be brought in the county where the service contract holder resides.

**Cancellation:** Pursuant to W.S. 26-49-103(e), if the contractor holder cancels within the first 30 days of coverage then the Contract Holder will be entitled to the 110% guarantee program (see aforementioned "Offer 110% Guarantee"). The Contractor Holder will be entitled to a full refund plus 10% of the purchase amount. A ten percent (10%) penalty per month

shall be added to a refund that is not paid or credited within forty-five (45) days after return of the service contract to the provider. If Freedom Home Warranty initiates the cancellation, prior notice is not required if the reason for cancellation is nonpayment of the provider fee, a material misrepresentation by the service Contract Holder to the provider or a substantial breach of duties by the service Contract Holder relating to the covered product or its use.