

Service Contractor Provider: America's Choice Home Warranty DBA: Freedom Home Warranty

Service Contractor Holder

Name: \_\_\_\_\_

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

Definitions: Freedom Home Warranty, FHW, We, Us, and Our mean the provider of this plan, Freedom Home Warranty, LLC with a physical address of 707 24th 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 or when a customer files a claim, whichever comes first. The plan 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. Plans for homes larger than 5,000 sq. ft. are available. Please call Freedom Home Warranty for details. 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 introductory 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 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. All plans can be renewed at any time. If purchasing more than one year in a single transaction a 25% discount off the second year will be applied.

**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 or ACH. Checks are not accepted. Monthly payments are subject to a \$5 per month transaction processing fee. Failure to process payment will result in termination of the plan. 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). The most current version of the contract is always available on [www.FreedomHW.com](http://www.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 and in writing. **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. Each item in the contract is insured individually. If multiple claims are filed and determined to be unrelated issues, Freedom Home Warranty will require a service fee to be paid for each unrelated claim. 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. **4)** If IPC requires payment while on jobsite, then Contract Holder must contact Freedom Home Warranty to discuss payment options prior to repairs. Payment for repairs made without prior authorization will not be reimbursed. **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 Freedom Home Warranty select a Preferred Contractor (PC) to perform the service. Under normal circumstances, services will be initiated within 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 because 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)** Freedom Home Warranty will not reimburse Contract Holder for repairs, products and 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)** Freedom Home Warranty in its sole discretion may require a copy of a current home inspection on the subject property. **9)** Freedom Home Warranty 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 a Freedom Home Warranty Preferred Contractor is not guaranteed by Freedom Home Warranty. Freedom Home Warranty must provide the contract holder a status update within 3

days of filing a claim. The status update to include: a list of the required repairs or services, the primary reason causing the required repairs or services to extend beyond the 3-day period, status report of any parts required for the repairs, an estimated time of completion as well as contract information of both the contractor hired to make the repairs as well as Freedom Home Warranty's Service/Claims department. Individual Items and parts in Freedom Home Warranties contract may have individual limits. Coverage approved on these items will be limited by their individual limit and contribute to the overall limit of the category in the contract. In the event a claim is denied, and a customer seeks denial review, Freedom Home Warranty reserves the right to request routine maintenance records in reviewing the claim. 10) If You request Freedom Home Warranty to perform a non-emergency service request outside of the normal business hours, You will be responsible for payment of the additional fees, including overtime.

**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 judgment 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 if 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 and maintaining appliances/systems.

**This Contract Does Not Cover:**

- Repairs or replacement required because 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 because of failure to maintain or clean the specific item according to manufacturer specifications.

- Repairs or replacement required because of improper, previous or attempted repair or improper installation.

- Failure to provide timely service due to conditions beyond Freedom 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 Freedom Home Warranty reserves the right to determine whether an item or system is pre-existing. 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 Freedom Home Warranty Preferred Contractor or the homeowner's Independent Professional Contractor as part of the service repair process, code upgrades must be completed at the homeowner's expense or the claim/service is subject to denial. Necessary or required unit replacement as defined: a necessary or required unit replacement/upgrade is considered an upgrade to the current system due to circumstances beyond the control of you or FHW, such as the inability to obtain parts or equipment for the current unit due to compatibility, availability, or code upgrades.

**Emergencies:** In cases of emergency, please contact your IPC OR contact Freedom Home Warranty at [Info@FreedomHW.com](mailto:Info@FreedomHW.com) or by calling 888-495-2249. We will expedite our claim service 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. Freedom Home Warranty must provide the contract holder a status update within 3 days of filing a claim. The status update to include: a list of the required repairs or services, the primary reason causing the required repairs or services to extend beyond the 3-day period, status report of any parts required for the repairs, an estimated time of completion as well as contract information of both the contractor hired

to make the repairs as well as Freedom Home Warranty's Service/Claims department. If the 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](mailto:Info@FreedomHW.com).

**Plans:**

**Patriot Plan:**

REAL ESTATE TRANSACTION CONTRACT

Single Family Residence

Condominium/Townhome

Multiple Unit Coverage is Patriot Plan only

Duplex

Triplex

Fourplex

NEW CONSTRUCTION CONTRACT (YEARS 1-4)

Patriot Protection Plan

Liberty Protection Plan

Freedom Protection Plan

**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 and/or Freedom Home Warranty.

**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. LIMIT: \$200.

**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. EXCLUSIONS: Code Upgrades, 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; 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. Necessary or required unit replacement as defined: a necessary or required unit replacement/upgrade is considered an upgrade to the current system due to circumstances beyond the control of you or FHW, such as the inability to obtain parts or equipment for the current unit due to compatibility, availability, or code upgrades. LIMITS: \$1500 maximum for diagnosis, replacement, or repair during coverage term. Thermostat LIMIT: \$150.

**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 contractors; 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. Not available for Home Seller's Coverage.

**Plumbing System:** COVERED: Plumbing pipe leaks; gas or electric water heater; 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; cartridges for showers and faucets, odors; water filtration/purification system; septic tanks; holding or storage tanks; cameras; hydro jetting; 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. 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 builder's standard, when necessary. Limit one sewer stoppage clearing per secondary waste line or sewer line. LIMITS: \$1,000 total maximum for diagnosis, replacement, and repair during coverage term.

### **Appliances:**

**Central Vacuum System:** 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 maximum for diagnosis, replacement, or repair during coverage term.

**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 maximum for diagnosis, replacement, or 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: Broken glass; 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 maximum for diagnosis, replacement, or 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 maximum to diagnose, repair, or 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.

**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 maximum for diagnosis, replacement, or repair during coverage term.

**Garage Door Opener:** COVERED: Switches; capacitor; receiver unit; remote transmitter; motor; carriage; eye sensors; push arm. EXCLUSIONS: Garage doors; chains; cables; 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

Condominium/Townhome

**Air Conditioning and Heating System:** COVERED: Window units. Refrigerant recapture, recovery, and recharge limit of \$500. Recharge limited to \$20 per pound, maximum 5 pounds. Charges applied toward HVAC limit.

**Plumbing:** COVERED: Pressure regulators. Shower heads, faucets, and shower arms (replaced with chrome builders standard, when necessary). Plumbing valves, LIMIT is \$250. Overall plumbing limits still apply.

**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. LIMITS: \$1,000 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

Condominium/Townhome

**Washer and Dryer:**

COVERED: Mechanical parts and components which affect operation.

EXCLUSIONS: Plastic mini tubes, knobs/dials, lint screens, filters, venting, touch pad assemble, drums, thermal shells, trim/deco kits, soap dispenser, all-in-one washer/dryer combo units. LIMITS: \$1,500 maximum for diagnosis, replacement, or 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 maximum for diagnosis, replacement, or repair during coverage term.

**Plumbing:** COVERED: Interior and exterior hose bibs; 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. 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 because of accessing and closing access to underground plumbing.

**Eagle Plan:** 2 Year Contract: A second year to the service contract can be purchased either 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.

**A La Carte Options:**

**Additional Refrigerator (per unit):** 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: \$1,000 maximum to diagnose, replace, or repair kitchen refrigerator; \$500 maximum to diagnose, replace, or repair wet bar refrigerator during coverage term.

**Washer-Dryer (Per Set): COVERED:** Mechanical parts and components that affect the operation. EXCLUSIONS: Trim kits; soap dispenser; venting; dials; knobs; filter; lint screens; touchpad assembly; interior thermal shells; "all-in-one" washer/dryer units. LIMITS: \$1,500 maximum for diagnosis, replacement, or repair during coverage term.

**Water Softener:** 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 maximum to diagnose, replace, or repair.

**Single Hot Tub:** COVERED: (see swimming pool coverage, limits, and exclusions) LIMITS: \$1000 maximum to repair and diagnose, parts, and labor.

**Swimming Pool and Hot Tub:** 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/or materials.

**Salt Water Swimming Pool and Hot Tub:** 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/or materials.

**Freestanding Ice maker:** 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 maximum to repair and diagnose.

**Gas Fireplace:** 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:** 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 maximum to diagnose, replace, or repair septic system. Septic tank pumping is limited to one occurrence during the Contract term.

**Grinder Pump:** 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 maximum to diagnose, replace, or repair. NOTE: Not available to multi-unit buildings.

**Booster Pump:** 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 maximum to repair and diagnose.

**Well Pump:** 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 maximum to diagnose and repair.

**Detached Building Coverage:** 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.

**Additional Air Conditioning and Heating System Coverage:** COVERED: (See air Conditioning and Heating System coverage, limits, and exclusions) LIMITS: \$1,000 additional limit will be added to your current plan for maximum to repair and diagnose, parts, and labor. Coverage limit available to \$3,500.

**Crane Service:** COVERED: The cost of a crane in association with the removal and replacement of a covered Air conditioning or heating unit that would require removal and/or installation via a crane. LIMIT: \$500 maximum to diagnose and repair.

**Cancellations:** 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](mailto:Info@FreedomHW.com). The Contract Holder may cancel the service if no service requests have been made and the cancellation is received within 30 days of initial acceptance of Contract from Freedom Home Warranty. 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, then the Contract Holder will then be entitled to a pro-rated refund of the Contract proceeds, less a **\$25 cancellation fee** and actual service cost incurred by Freedom Home Warranty.

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 within 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 within the first 30 days of coverage. Freedom Home Warranty must approve the reason for cancellation.

**Plan Renewals:** Renewal inquiries must be made through the Freedom Home Warranty corporate office by calling 888-495-2249 or via email and are subject to review on a case-by-case basis. Cost of the renewal plan shall be determined by Freedom Home Warranty at time of renewal.

**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 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 contract 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 Contract Holder will be entitled to a full refund plus 10% of the purchase amount. a 10 percent (10%) penalty per month shall be added to a refund that is not paid or credited within forty-five (45) days after the 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.

**For Nevada Residents Only:**

Pursuant to NRS 690C250(1): Freedom Home Warranty allows a Nevada resident a “free look” period. A free look period allows for the service contract to be voided and Freedom Home Warranty must refund to the purchaser the purchase price of the contract if no claim has been made and the purchaser returns the contract within 20 days after the servicer has mailed the contract to the purchaser or within 10 days if the provider furnishes the purchaser with a copy of the contract when it is purchased. Freedom Home Warranty may deduct any outstanding balances on the account from the amount of the purchase price when calculating the refund in addition to a pro-rata refund (NAC 690C.120(2) through (4) for the entire length of the contract. Freedom Home Warranty reserves the right to charge a \$35 cancellation fee after the free look period has ended. In addition, per NRS 690C.250(4) Freedom Home Warranty shall refund to the purchaser the purchase price of the contract within 45 days after the contract has been returned to the provider pursuant to NRS 690.250(1). If the provider does not refund the purchase price within 45 days, the provider will pay the purchaser a penalty of 10% of the purchase price for each 30-day period that the refund remains unpaid.

NRS 690c.270(1) restricts the permissible reasons for which Freedom Home Warranty can cancel the service contract after 70 days. Freedom home Warranty can cancel the contract for the following reasons:

NRS690C.270(1) failure for the account holder to pay the warranty after 30 days  
NRS690C.270(1)(b) conviction of the holder of a crime which results in an increase in the service required under the service contract.

NRS690C.270(1)(c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for a service thereunder.

Except for the reasons above, Freedom Home Warranty CANNOT cancel the service contract. Per NRS690C.270(1) and NRS690C.270(2)(j) In order to cancel a contract, Freedom Home Warranty must mail a cancellation letter to the purchaser. Freedom Home Warranty agrees that the contract is active for 15 days after the receipt of cancellation notice to the contract holder. This cancellation notice must state the conditions for cancelling the service contract and must include the provisions of NRS690C.270 as stated above.

**For Hawaii and Minnesota Residents:** Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

Freedom Home Warranty is bonded and insured through Traveler’s Casualty and Surety Company of America located at 1 Tower Square, Hartford, CT., 06183.