

Porch

690 Pro Med Lane
Carmel, IN 46032
(855) 683-8279



Name
Address
Address

Congratulations! Your valuable Home Warranty protection is detailed in the enclosed contract booklet. Please look it over and call with any questions you may have. Thank you for your purchase. We look forward to servicing your protection needs. Please call us for a quote on any other property you would like protected.

Be sure to familiarize yourself with the coverage, maintenance requirements, and procedures in the event of an appliance or home component failure. Proper and timely maintenance of your home will contribute to reduced maintenance costs. You should follow your appliance manufacturer's recommended maintenance for your home products.

Welcome to our family of homeowners that have the peace of mind and financial security of home and appliance protection.

THANK YOU AGAIN!

IMPORTANT CONTACT NUMBERS:

Your Home Warranty Specialist

Claims: (855) 683-8279

Customer Service Number:(855)
683-8279

Hours of Operation: 8a-5p CST

We encourage you to store your new Home Warranty in a safe place. This document contains important numbers needed in the event of a claim.

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Registration Page

SELLER CODE

**CONTRACT
NUMBER**

00000000

CONTRACT HOLDER INFORMATION

NAME Jane Doe

PHONE 555-555-1111

ADDRESS 111 Example St.

CITY Example

STATE IN

ZIP 11111

LOCATION OF COVERED HOME

ADDRESS (Complete only if Contract Holder's Address is different from the Location of Covered Home)
N/A

CITY Example

STATE IN

ZIP 11111

CONTRACT INFORMATION

**CONTRACT
PURCHASE DATE**
2/13/2023

**CONTRACT
PURCHASE PRICE**
\$744.00

**SERVICE CALL
FEE**
\$100.00

TERM OF CONTRACT
1 YEAR

PREMIER COVERAGE (See Contract Coverage Details)

Kitchen Refrigerator

Built-in Dishwasher

Water Heater

Built-In Microwave

Cooking

Central Air

Garbage Disposal

Range/Oven/Cooktop

Conditioning

Clothes Dryer

Clothes Washer

Central Heating

Plumbing

Ceiling Fans

System

Drain Line Stoppage

Garage Door Opener

Electrical System

Handyman Services

OPTIONAL COVERAGE SURCHARGES

Roof Leak Repair

Utility Lines

SELLER INFORMATION

NAME

Example

PHONE

(855) 683-8279

ADDRESS

690 Pro Med Lane

CITY

Carmel

STATE

IN

ZIP

46032

THIS CONTRACT HAS A MANDATORY THIRTY (30) DAY WAIT PERIOD. THE WAIT PERIOD IS MEASURED IN TIME FROM THE CONTRACT PURCHASE DATE AS NOTED ABOVE. THIRTY (30) DAYS WILL BE ADDED TO YOUR CONTRACT TERM.

RWS of America, LLC (RWSA), 690 Pro Med Lane, Carmel, IN 46032, 1-855-683-8279

This Residential Service Contract is not valid unless a completed customer Registration Page is attached.

RESIDENTIAL SERVICE CONTRACT

Porch Warranty is a residential service contract sold by Porch.com, Inc. (“Porch”).

Porch Warranty is administered by RWS of America, LLC (hereinafter referred to as “RWSA”, “We”, “Us”, “Our”, “Administrator”)

Coverage for **Porch Warranty** is provided by: Residential Warranty Services, INC.; RWS Home Service Contracts, LLC.; Residential Warranty Home Protection, LLC.; Residential Warranty Services of Canada, INC.; and Residential Warranty Home Protection of California, INC (each hereinafter referred to as “Service Contract Provider”, “Provider”, “service company”).

OUR OBLIGATIONS

This Residential Service Contract is intended to provide protection against the cost of repairing Mechanical Breakdowns and malfunctions in Your home based on specific items listed in the Coverage section of this Contract. Your plan is indicated on the Registration Page that is attached to this Service Contract. Certain provisions in this Service Contract may limit coverage.

Please read the entire Service Contract to determine rights, duties, and what is and is not covered.

Obligations of the service company under this residential service contract are backed by the full faith and credit of the service company and are not guaranteed under a reimbursement insurance policy.

Your Service Contract effective date, plan and coverage term are shown on Your Residential Service Contract Registration Page.

MECHANICAL FAILURES COVERED UNDER THE TERMS AND CONDITIONS OF THIS RESIDENTIAL SERVICE CONTRACT MUST HAVE PRIOR APPROVAL BY THE ADMINISTRATOR AT 1-855-683-8279.

DEFINITIONS

Contract, Service Contract, or Residential Service Contract means this Service Contract form.

Contract Holder, Customer, You, Yourself, and Your means the person who is listed on the Registration Page listed under Name of the Contract Holder information section.

Domestic Grade means items that were manufactured solely for installation and use in a residential single-family dwelling.

Mechanical Failure or Mechanical Breakdown means a covered item becomes inoperable and unable to perform its designed function.

Seller means the entity where You purchased Your Contract.

Service Call Fee means the fee that is due by You for each service call, or actual cost of service, whichever is less, paid to the authorized service professional at the time of service whether or not the failure is determined covered by this

Residential Service Contract.

Service Contract Provider, Provider, or service company means Residential Warranty Services, INC.; RWS Home Service Contracts, LLC.; Residential Warranty Home Protection, LLC.; Residential Warranty Services of Canada, INC.; and Residential Warranty Home

SAMPLE

Protection of California, INC [690 Pro Med Lane, Carmel, IN 46032, 1-855-683-8279].

Wait Period means thirty (30) days from the Service Contract purchase date. Thirty (30) days will be added to the end of Your initial term.

We, Us, Our, RWSA, or Administrator means RWS of America, LLC [690 Pro Med Lane, Carmel, IN 46032, 1-855-683-8279].

COVERED ITEMS

This Residential Service Contract provides coverage only for those Domestic Grade items specifically listed under Premier Coverage and on Your Registration Page (which is attached and made a part of this Residential Service Contract) and excludes all other breakdowns and/or items. Items listed under the Coverage section of this Contract are covered in relation to the terms and provisions of this Service Contract and We at our discretion will repair, rebuild or replace those specific items listed as covered if they become inoperative during the term of this Residential Service Contract due to **Mechanical Failure** caused by normal wear.

This Residential Service Contract covers only Mechanical Failures relating to the mechanical parts and components of items listed as covered and for which coverage has been purchased by You as listed in this Service Contract. Covered Items that were in the home, in proper operating condition, permanently installed and located within the perimeter of the main foundation of the home on the Residential Service Contract purchase date (does not include leased or rental equipment). A Mechanical Failure is not covered if it is due to: defects or malfunctions that existed prior to the Residential Service Contract purchase date; lack of routine care and maintenance; misuse; and conditions caused by rust and/or corrosion. The covered item will be deemed to have been in proper operating condition on the Service Contract purchase date if it was correctly located within the covered home as listed on Your Registration Page, was fully connected, and capable of successfully performing all functions efficiently as intended with manufacturer's original design including no risk to life or property.

Determination of the operating condition for covered items as of the Residential Service Contract purchase date, and the nature of any failure, will be made by RWSA based upon Our professional opinion, including but not limited to, Our authorized service professional's diagnosis and RWSA representatives.

The Coverage section has examples of excluded items. They do not limit Our right to deny coverage for items not specifically listed as excluded. Items listed as excluded are not an extension of covered items. The Limits of Liability and Exclusions section also mentions conditions and circumstances not covered by this Residential Service Contract.

COVERAGE

Premier Coverage for this Residential Service Contract is detailed below. If no *Optional Coverage* has been selected and paid as required on Your Registration Page, then only *Premier Coverage* will apply.

PREMIER COVERAGE

Coverage requires a **\$100.00** Service Call Fee per service call for covered systems and appliances.

1. **Appliances (NOT INDUSTRIAL OR COMMERCIAL GRADE)** – Relevant to Appliances: We will not be responsible for claims in excess of \$1,000 in the aggregate per appliance for the term indicated on Your Registration Page.

SAMPLE

a. **Kitchen Refrigerator – Primary**

Covered: Mechanized parts and components affecting proper operation including compressors; condensers; control timers; defrost heating element; evaporators; fan motors; hinges; motors; power cords; switches; relays; and thermostats. Note: Refrigerators need routine manufacturer's maintenance including vacuuming and coil cleaning or follow Your manufacturer's recommendations.

- **Examples of excluded items are provided below but not limited to:** racks; shelves; drawers; ice makers; water line and valve to ice maker; ice crushers; beverage dispensers and related equipment; interior thermal shells; lights; food spoilage; multi-media centers; wine chillers; freezers which are not an integral part of the refrigerator; cosmetic problems, such as chipping; any leaks not related to covered components; door seals and gaskets; dents; or scratches; items not specifically listed as covered.

b. **Built-In Dishwasher – Primary**

Covered: Automatic soap dispenser; control timers; latch assemblies; electronic component; hinges; hoses; internal wiring; motors; power cords; pumps; switches; relays; touch pads; wash arm assembly; and water valve.

- **Examples of excluded items are provided below but not limited to:** Racks; baskets; tubs and liners; rollers; commercial units; failures caused by foreign objects; cosmetic problems; such as chipping; dents; or scratches; water flow restrictions due to mineral deposits, such as but not limited to, lime; units that use temporary connectors; items not specifically listed as covered.

c. **Microwave Oven - Developed as built-in unit**

Covered: Control timers; latch assemblies; electronic components; hinges; internal wiring; motors; power cords; switches; relays; control boards; and touch pads.

- **Examples of excluded items are provided below but not limited to:** Interior linings and cavities; door glass; clocks; shelves; lights; lamps and bulbs; portable or countertop units; meat probe assemblies; rotisseries; cosmetic problems; such as chipping; dents; or scratches; items not specifically listed as covered.

d. **Cooking Range/Oven/Cooktop – Primary**

Covered: Control timers (oven/range clock timers are excluded unless failure affects normal cooking function); latch assemblies; electronic components; igniter and pilot assemblies; internal wiring; motors; power cords; switches; relays; control board; thermostats; and touch pads.

- **Examples of excluded items are provided below but not limited to:** Clocks (unless failure affects the function of the oven); meat probe assemblies; rotisseries; racks; liners and

cavities; handles; knobs; sensi- temp elements/burners will be only be replaced with standard elements/burners; magnetic induction components; doors; cosmetic problems; such as chipping; dents; or scratches; damage or breakage to glass/ceramic cooktop; items not specifically listed as covered.

e. **Garbage Disposal**

Covered: Motor; power cord; electronic components; and internal wiring.

- **Examples of excluded items are provided below but not limited to:**

SAMPLE

Housing; nonmechanical failures such as jammed units by foreign materials; items not specifically listed as covered.

f. **Clothes Washer**

Covered: Belts; control timers; latch assemblies; electronic components; hinges; hoses; internal wiring; motors; power cords; pumps; pulleys; switches; relays; control boards; touch pads; transmissions; and water valve.

- **Examples of excluded items are provided below but not limited to:** Removable minitubs or buckets; filter screens; all in one units; knobs and dials; automatic soap, fabric softener and bleach dispenser; damage to clothing; door seals and gaskets; cosmetic problems, such as chipping, dents, or scratches; water flow restrictions due to mineral deposits, such as but not limited to, lime and mineral deposits. Items not specifically listed as covered.

g. **Clothes Dryer**

Covered: Belts; control timers; latch assemblies; heating element; drum roller; electronic components; gas valve; hinges; igniter and pilot assemblies; internal wiring; motors; power cords; switches; relays; control board; thermostat; touch pad; and transmission.

- **Examples of excluded items are provided below but not limited to:** Venting; lint screens; knobs and dials; all in one units; damage to clothing; glass displays; cosmetic problems such as: chipping, dents, or scratches. Items not specifically listed as covered.

h. **Ceiling Fans**

Covered: Mechanized parts or components on two (2) ceiling fans include: ceiling fan motors and their controls (if replaced builder grade will be allowed); bearings. Relevant to ceiling fans: We are not liable for claims in excess of \$1,000 in aggregate for two (2) ceiling fans for the term of coverage indicated on Your Registration Page.

- **Examples of excluded items are provided below but not limited to:** Lighting fixtures and light bulbs; timers; touch pad assemblies; fan balancing; fan blades; ceiling extensions; attic fans; whole house fans; remote controls; and wall fans. Conditions caused by circuit overload, inadequate wiring capacity and, power surges; items not specifically listed as covered.

2. **WATER HEATER**

Covered: Mechanized parts or components and main tank for one primary water heater, but excluding solar and heat recovery units; 80-gallon maximum capacity for both gas and electric water heaters. Relevant to a Water Heater: We will not be liable for claims in excess of **\$1,000** in the aggregate per covered system for the term of coverage indicated on Your Registration Page. **NOTE:** Water heaters need

regular maintenance, manufacturers recommend twice a year or follow Your manufacturer's recommendations.

- **Examples of excluded items are provided below but not limited to:** Oil-fired water heaters; anode rods; color or purity of water; noise; heat recovery units; stands; permits; code upgrades (unless optional coverage is purchased); steam circulating systems; flue repairs; piping; gas stop; T&P discharge line; insulation; auxiliary holding or storage tanks; thermal expansion tanks; sediment build-up;

SAMPLE

solar heaters and solar assisted heaters, including all parts and components; self- contained heat and domestic hot water systems (boilers); water heaters exceeding 80-gallon maximum capacity; items not specifically listed as covered.

3. **CENTRAL AIR CONDITIONING/COOLING SYSTEM – PRIMARY -**

Relevant to the

Primary Central Air Conditioning/Cooling System: We will not be liable for claims in excess of **\$1,500** in the aggregate for the covered system during the term indicated on Your Registration Page. **NOTE:** AC systems need monthly replacement of filters and periodic cleaning of condenser and evaporator coils or follow Your manufacturer's recommendations.

Covered: Mechanized parts and components of a centrally ducted air conditioning system and/or evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills (excluding duct work outside the perimeter of the home or crawl space); air handler; blower fan motors; capacitors; compressors; condenser fan motors; condenser coils; condensers; evaporator coils; fan blades; refrigerant gas lines interior to the unit; internal system controls; internal wiring; motors (excludes dampers); refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping (excluding inter- connecting line sets and geo-thermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back and programmable units will be replaced only with standard units). Coverage is available on cooling systems with a cooling capacity not exceeding five (5) tons per unit, and designed for residential application. If the primary cooling system in the home is comprised of wall units, two (2) ducted wall units or two (2) mini-split air conditioners will be covered but we are not liable for claims for both units combined in excess of **\$1,500**. Relating to Glycol systems We will not be liable for claims in excess of **\$1,000** in the aggregate for the term of coverage indicated on Your Registration Page.

- **Examples of excluded items are provided below but not limited to:** Secondary condensate drain pans, pumps, and lines; UV lighting components; filters (including electronic/electrostatic and de- ionizing filter systems); heat recovery unit; panels and/or cabinetry; roof jacks or stands; asbestos insulated ductwork or piping; duct work with contact breakage or rodent/pest damage; recapture/reclaim of refrigerant;; structural components; geothermal piping; humidifiers; zone control systems; flues and vents; water and condensate pumps and lines (external of the condenser unit); wall units (except as noted above); crane charges; window units; portable a/c units; improperly sized or mismatched systems; water cooling towers. Gas systems, including ammonia systems, and chilled water systems; units exceeding 5 ton capacity; items not specifically listed as covered.

4. **CENTRAL HEATING SYSTEM – PRIMARY**

Relevant to the Primary Central Heating System: We will not be liable for claims in excess of **\$1,500** in the aggregate per covered system for the term of coverage indicated on Your Registration Page. **NOTE:** Heating systems need monthly replacement of filters and periodic cleaning of condenser and evaporator coils or follow Your manufacturer's recommendations.

Covered: Mechanized parts and components of one system, either hot water and steam heating system or centrally ducted forced air/gas/electric heating system or

SAMPLE

electric baseboard units, if providing the primary source of heat in dwelling, as follows: accessible ductwork from covered heating unit to point of attachment to register/grill (excluding ductwork outside the perimeter of the home or in a crawl space); blower fan motors; burners; controls; fan blades; heat/ cool thermostats (electronic units will be replaced only with standard units); heat exchangers; heating elements; igniter and pilot assemblies; internal system controls, wiring, and relays; motors (excludes dampers); and switches. Electric baseboard units are covered if they are the primary source of heating for the property. Relevant to converted heating: We will not be liable for claims in excess of \$500 in the aggregate for Your period of coverage for systems that have been converted from coal-to-oil, coal-to-gas, or oil-to-gas and only if system is primary heating system; or for hot water or steam heating systems, or oil-fired forced air or oil-fired furnace systems or \$500 in the aggregate for the term of coverage indicated on Your Registration Page relating to diagnosis and repair of concrete-encased and inaccessible plumbing.

- **Examples of excluded items are provided below but not limited to:** All coal or wood burning equipment; geo-thermal systems; chimneys, flues, and liners; cleaning and relighting of burners; asbestos insulated ductwork or piping; duct work with contact breakage or rodent/pest damage; window units; concrete encased steam or radiant heating coils or lines; radiators; electric baseboard heat unless primary heating system in home; filters (including electronic/electrostatic and de-ionizing filter systems); built in heat lamps; fireplaces and related components; free-standing or portable heating units; fuel storage tanks, lines, and filters; dehumidifiers; roof jacks or stands; gas log systems, including gas feed lines; humidifiers; individual space heaters; maintenance and cleaning; panels and/or cabinetry; radiant heating systems built into walls, floors or ceilings; pellet stoves; pressure regulators; registers/grills; secondary units; solar heating devices and components; condensate pumps; cable heating systems; stopped up drain lines; structural components; items not specifically listed as covered.

5. ELECTRICAL SYSTEM

Covered: Mechanized parts or components as follows: general line voltage wiring (repair only), components and parts within the perimeter of the exterior walls consisting of main breaker fuse panel/box; standard light switches and receptacles, doorbell wiring. Relevant to electrical repairs: We will not be responsible for claims in excess of **\$1,250** in the aggregate for the term indicated on Your Registration Page.

- **Examples of excluded items are provided below but not limited to:** Attic, bathroom, and/or whole house exhaust fans; alarm system batteries; burglar, fire and smoke alarms; direct current (DC) wiring and systems; breakers over 200 amps; backup

systems; ; carbon monoxide and fire detection alarm systems; wire tracing; aluminum wiring; exterior wiring and components (except main panels mounted to exterior wall); exhaust fans; phone jacks; intercom or speaker systems; lighting fixtures; load control devices; septic system electrical equipment; multi-media wiring; low voltage systems, including wiring and relays; electrical generation systems; solar powered systems; issues originating at time of installation; telephone systems; timers; touch pad assemblies; remote controls; light bulbs; commercial or industrial grade systems; radon monitoring systems; utility meter base pans; and wall fans. Failures and conditions caused by

SAMPLE

inadequate wiring capacity, circuit overload, power failure/shortage or surge, and corrosion caused by moisture; lightning strikes; items not specifically listed as covered.

6. **PLUMBING**

Relevant to plumbing repairs: We will not be responsible for claims in excess of **\$1,500** in the aggregate for the term indicated on Your Registration Page.

Covered: Mechanized parts and components of the following: interior hose bibs; angle stops; risers; shower and tub valves; faucets (replaced with chrome builder's standard); normal clogs; normal stoppages; We cover up to three (3) toilets for toilet tanks and bowls (replaced with two-piece white builder's standard), wax ring seals, toilet mechanisms within the toilet tank; leaks and breaks of water, drain, waste and vent lines within the perimeter of the main foundation are also covered (unless caused by freezing or root damage). With respect to concrete-encased and inaccessible plumbing lines (such as a crawl space) diagnosis and repair is limited to **\$500**.

- **Examples of excluded items are provided below but not limited to:** All piping and plumbing below the foundation or slab or outside of the perimeter of the foundation; bath tubs; gas lines; bidets; caulking or grouting; color or purity of the water in the system; toilet flanges; "insty" heat type devices and water purifiers; conditions of insufficient or excessive water pressure; conditions of water flow restriction due to scale, rust, minerals and other deposits; exterior hose bibs; water supply lines to the refrigerator; damage caused by freezing; holding and pressure tanks; jet pumps; laundry tubs; lawn sprinkler systems; pressure regulating devices; repair and finish of any walls, floors or ceilings where it is necessary to break through to effect repairs; septic tanks and systems in or outside of the home; sewage ejector pumps; sewer and water laterals; wells and well pumps; sump pumps; solar systems; water conditioning equipment; shower; shower head, arms, enclosures and base pans; sinks; main shut off valve; toilet tank lids and toilet seats; water damage; water filters; dry refuse well; water purification systems; whirlpools, spas and their respective plumbing and mechanical components; items not specifically listed as covered.

7. **GARAGE DOOR OPENER**

Covered: Mechanized parts and components of a single primary mechanical screw, belt or chain driven unit as follows: motor; wiring; receiver board; relays; switches and sensors; and drive trains. Garage door opener units of a standard residential grade, including motor, receive board, relays, switches, drive trains, capacitors, push arm, track assembly, door hardware, remote, sending units, standard maintenance, infrared sensors, chains, keypads. **Hinges, Springs:** The aggregate limitation for garage door spring coverage is **\$250** for the term indicated on Your Registration Page. **Relevant to garage**

door openers: We will not be liable for claims in excess of **\$500** in the aggregate per covered system for the term indicated on Your Registration Page.

- **Examples of excluded items are provided below but not limited to:** Garage doors; batteries; damage caused by door malfunctions; all door assemblies including door panels, tracks, rollers, hinges, cables and springs; guides; units not meeting current safety standards; frequency interference; repair issues resulting from faulty installation; lights; sending units; exterior mounted keypads; remote transmitters; items not specifically listed as covered.

SAMPLE

8. DRAIN LINE STOPPAGE:

Covered: Stoppages accessible and clear-able by a sixty-foot standard sewer cable or by hydro-jetting. Home must have a clean-out installed. If one is not present, Contract Holder is required to install one at their own cost prior to making a Service Call under drain line stoppage. The aggregate limitation for drain line stoppage in the aggregate for the term indicated on Your Registration Page is \$300.

- **Examples of excluded items are provided below but not limited to:** Outside influences, such as roots, excavation, modifications to sewer lines to make them accessible. Roof vent entry is not covered by this contract; items not specifically listed as covered.

9. HANDYMAN SERVICES

Covered: As part of your Premier Coverage, you may elect to utilize the Handyman Services for your home needs for up to three (3) service calls for the term indicated on Your Registration Page. **Only the Handyman Services specifically listed here are included. Handyman Services are carried out by Porch.com, Inc. (Porch), which is the parent company of RWSA, and are subject to Porch's standard terms and conditions. Handyman services are not available in all areas.**

- **The Handyman Services available for the \$100 Service Call Fee include the following:**
Dryer vent cleaning; Light fixture replacement; AC filter replacement; Light Bulbs replacement; Bike rack/hook; HVAC Filter replacement; Light Switch Replacement (up to 2-3); Outlet Replacement (up to 2-3); Peep Hole Installation; Ceiling fan replacement; Faucet replacement; Mounting mailbox; Lock replacement; Smoke/CO2 Detector Replacement; Smart thermostat installation; Toilet repair (replacing flush kit); Mirror hanging; Shelf installation; Doorbell replacement; Smart doorbell installation; and TV mounting.
- Two (2) hour jobs: Gutter cleaning; Art Hanging; Window treatment installation; Decorative Hardware Installation; Small furniture assembly; Garbage disposal installation; Leaf clean-up; Appliance installation; Flower planting; Mulching; Brush removal; Pet door installation; Gutter repair; Water filter installation; Power bridge installation; and Child-proofing. Three (3) hour jobs: Door installation (replacement); Door repair; Furniture assembly; Patio & Deck Power Washing; Driveway Power Washing; Weather stripping; Window caulking; Shutter installation; Tree trimming; and Sink installation (replacement).

OPTIONAL COVERAGE

Systems and appliances listed below are covered if optional coverage has been selected on Your Registration Page and additional fees have been paid. Your

Service Call Fee is **\$100** per service call for Optional Coverage system or appliance coverage.

10. **ROOF – LEAK REPAIR – OPTIONAL COVERAGE**

Covered: Leaks only, to rolled roofing, composition shingles, and flashing. We will not be responsible for claims in excess of \$500.00 in the aggregate for the term indicated on Your Registration Page.

- **Examples of excluded items are provided below but not limited to:** Water damage, leaks resulting from wind and storm conditions (or any harsh weather

SAMPLE

condition), missing shingles, routine periodic maintenance, damage due to persons walking or standing on roof, and gutters. **Exclusion:** Any failure caused due to presence of system components that do not match in size, capacity, or efficiency is not covered under the Premier Coverage.

11. UTILITY LINES – OPTIONAL COVERAGE

The following components are covered against failure due to normal wear and tear:

1. "Water Line". The water line is the single, lateral water service line from the point of the water utility's connection to the point of the water meter or main shut-off line inside the home. The water line also includes well water lines, excluding those exceeding five (5) feet under the surface level of the yard.
2. "Sewer Line". The sewer line is the single, lateral sewer service line from the point of the home's exterior wall to the point of connection to the sewer utility's wastewater collection system or septic tank.

Covered: This contract covers only repairs as specified and excludes all others. Coverage is limited to \$2,000 per occurrence, \$4,000 in the aggregate during the Contract term. This Contract does not cover repairs to material types that have been affected by a class action lawsuit or manufacturer's recall. This Contract only applies to residential properties being used for residential purposes. Only line breakages, collapses, and significant leaks that affect the functionality of the home's sewer and water systems are covered. Secondary or consequential damages are not covered.

- **Examples of excluded items are provided below, but not limited to:** RWSA will not be responsible for any of the following:
 - a. Repairing anything that occurred before the start date of this Contract or that wasn't reported to RWSA during the term of this contract.
 - b. Repairing anything not resulting from normal wear and usage.
 - c. Repairing anything caused by You and/or third parties.
 - d. Repairing anything in a home that is being renovated.
 - e. Repairing anything caused by natural acts or disasters including but not limited to floods, earthquakes, landslides, sinkholes, or any insurable causes.
 - f. Repairing anything caused by defective materials, or any material that has been the subject of class action litigation or a recall.
 - g. Repairing anything required by any other party (city, state, federal or other party) unless otherwise covered by this contract.
 - h. Repairing any openings or damage caused to walls as a result of investigation or repair of a covered issued.
 - i. Repairing shared lines (as in shared with another property).
 - j. Repairs to any damaged items consequential to a sewer or water line failure or repair.

- k. Paying any costs associated with relocation of lines, lost water, lost time, lost use of your home, or any damages due to any special circumstances or conditions.
- l. Covered repair costs include only water and sewer lines at a covered rate of \$200/linear foot up to five (5) feet; \$150/linear foot above five (5) feet up to ten (10) feet; and \$100/linear foot until the \$2,000 claim maximum is reached.

TERMS OF COVERAGE

SAMPLE

RWSA may request support of maintenance on systems or appliances that have manufacturer maintenance recommendations by a service professional.

1. In the event repair or replacement services covered by this Residential Service Contract are required, discontinue use of the appliance or system to prevent further damage. You must contact Our Customer Service Representatives at **1-855-683-8279. Customer Service Representatives are available Monday through Friday 8 AM until 5 PM CST.** In the event You call outside Our customer service hours, You will be prompted to leave certain information pertinent to Your failure or You may email failure information with Your Service Contract information including a best contact phone number to info@porchwarranty.com. You must notify Us immediately upon the discovery of a Mechanical Failure and while this Residential Service Contract is in effect. We will initiate the service process for such services within (48) hours. **ALL REPAIR AND/OR REPLACEMENT WORK COVERED BY THIS RESIDENTIAL SERVICE CONTRACT MUST BE PERFORMED BY AN AUTHORIZED SERVICE PROFESSIONAL AND APPROVED BY US IN ADVANCE.** If You contract directly with others without Our approval or perform the work Yourself, We will not be responsible for the cost of repairs and/or replacement.
2. We have the sole authority to select authorized service professionals. We will provide You with a referral to an authorized service professional based on the component failure information provided by You or You may elect to contact an authorized service professional of Your own choosing.
 - If You choose for Us to locate an authorized service professional then, during normal business hours, We will initiate Our service process for an authorized service professional; however, it may take longer to attain an authorized service professional after the service request is initiated. Relative to Emergency Repairs as determined by Us refer to number 3 of this section.
 - If You elect to contact a licensed, bonded, and insured service professional to perform a covered service, We will provide reimbursement for an authorized amount of the cost You incur for the repair or replacement services. Adequate proof of Your actual itemized costs of repair must be provided to and approved by Us before any reimbursement will be paid. RWSA does not provide overtime service on covered repairs. Repairs are scheduled during normal business hours. In the event You choose to pay overtime charges, We will pay the repair costs applicable to normal business hours, but the overtime labor charges are Your responsibility. Relative to Emergency Repairs as determined by Us refer to number 3 of this section.
 - In the event that an authorized service professional is not available in Your area, then We will reimburse You the industry average cost (up to the limit of liability) of a commercially reasonable repair or replacement based on the type of malfunction or mechanical breakdown and/or the brand, model, and age of the appliance. For

more information, please refer to number 7 of this section.

3. In the event of an Emergency Repair outside normal business hours (Nevada and Utah residents see additional specific state disclosures) that involves loss of heating, cooling, plumbing (optional coverage required) or a substantial loss of electrical service or any other covered condition which renders a dwelling uninhabitable it will be considered a temporary emergency condition. Refer to Your Contract to determine if the failure is due to a covered

SAMPLE

item and there are no listed exclusions that apply. You should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority if necessary and then notify Us of such fact through the use of the toll-free number provided to You in this Service Contract or email us with contact and Service Contract information at info@porchwarranty.com. Appliance failure is not considered an emergency. If the determination has been made by Us that the failure is covered We will give the proper authorization to the licensed, bonded, and insured service professional You selected to repair or replace covered failures and repairs. If available repairs should be scheduled during normal business hours, You must contact our Customer Service Representative the next normal business day. Normal business hours are **Monday through Friday 8 AM until 5 PM CST**.

4. This Residential Service Contract includes a Service Call Fee listed on Your Service Contract Registration Page that You must pay on a service call for a failure as reported by You. A repair is defined as the necessary work to correct a single covered failure for the equipment and components covered by this Service Contract. A service call includes, without limitation, the action of inspecting, diagnosing, and/or performing service for the repair or replacement of a malfunctioning item. For covered items, the Service Call Fee is due at the time of the service call. You will be responsible for and shall pay the authorized service professional directly for the service call and for actual work performed and/ or items installed, up to the amount of the Service Call Fee at the time of the visit(s), in a manner acceptable to the authorized contractor. Any amounts due for services performed or parts installed that are not covered under the terms, conditions and provisions of this Residential Service Contract are also Your responsibility and shall be paid directly to the service professional. If diagnosis indicates the failure is not covered under this Residential Service Contract, You are responsible for the reimbursement to the service professional for any trip, diagnostic, repair, or replacement charges. This would also include any amount in excess of the Service Call Fee. Failure to pay the Service Call Fee will result in suspension of Service Contract coverage until fee is paid, at which time coverage will then be reinstated with no extension of coverage periods. **(For Nevada Residents: see Special State Requirements.)**
5. You agree to make premises available during normal business hours for the authorized service professional evaluating the needed repairs You requested. You agree to pay Our authorized service professional any Service Call Fee and additional charges assessed by the authorized service professional resulting from Your failure to provide access and/or for missed appointments.
6. We may elect to replace a covered item rather than repair it. The decision to replace rather than repair an item is solely the option of RWSA. Should We choose to replace an item, the replacement will be the base model that meets all applicable federally mandated minimal manufacturers' standards, performs the same primary function, and has a capacity comparable with the covered item, when available with domestically assembled units. With

respect to appliances, We will make reasonable efforts to provide replacement items of similar mechanical capabilities and/or efficiency of the original unit, when available. We are not liable to provide exact match in dye, lot, type or brand. In the event We replace a stainless steel appliance, We will match the product with a comparable stainless steel appliance, if available. You at time of authorized repair may choose to upgrade a component, system or appliance at Your own expense. We will provide authorized amounts per the terms and conditions of this Residential Service Contract to the service professional

SAMPLE

applicable only to repairs completed by an authorized service professional. Additional costs You incur above the authorized amount are Your responsibility. When replacing systems or appliances, We will be responsible for the installation of the replacement item up to the stated limits but not for the cost of the construction, modifications, carpentry or transitional work made necessary in order to accommodate the replacement, nor for any costs to upgrade (unless 13 or 16 Seer upgrade or Enhanced Upgrade option is purchased) or modify items for any reason. If one of the covered components or systems cannot be repaired by new, rebuilt, remanufactured, off-brand or reconditioned parts and requires replacement, additional claims can be filed up to the stated limits for that covered component or system once replacement is complete for the duration of Your Contract term of coverage.

7. We may give You the option to elect to receive a repair/replacement cash payment in lieu of providing a repair. In such cases, the amount of such payment shall be equal to the lesser of the approved cost of repair or the estimated cost of replacement (net of Service Call Fee). If You elect the cash payment for item replacement, You must supply documentation supporting that the item in question has been purchased/replaced prior to receiving the cash payment. The amount of the approved cost of repair or replacement will be established by Us at Our sole discretion based on what the repair or replacement would cost Us. If cash payment in lieu of repairs or replacement is accepted, the coverage for the system will be fulfilled for the term as indicated on Your Registration Page. We are not responsible for work performed by any contractor once cash in lieu of work has been authorized. (South Carolina residents please see the Special State Requirements section.)
8. We reserve the right to obtain, at Our expense, a second opinion by an authorized service professional to assist in determining eligibility for coverage.

LIMITS OF LIABILITY AND EXCLUSIONS

1. This Residential Service Contract provides coverage for the Mechanical Failure of only those items listed as covered in the Coverage section of Your Service Contract. This Service Contract does not cover defects or malfunctions in existence at time of Your Service Contract purchase.
2. This Service Contract offers limited coverage on system replacements that have missing or illegible model and/or serial numbers. In such situations, We will issue a cash payment to be determined by Us for the required repairs and We will not be responsible in excess of **\$750** for claims filed on items listed as covered with missing or illegible model and or/serial numbers. You must submit a detailed invoice indicating repairs have been completed prior to reimbursement for the cash payment.
3. This Service Contract does not cover failures which may result from other causes, such as and without limitation: neglect, abuse or misuse; improper installation; improper or insufficient maintenance; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge;

explosions; fire; casualty; acts of nature; structural and/or property damage; flood; condensation; soil movement; smoke; earthquake; freeze damage; accidents; war; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property.

4. Items, appliances and systems are not covered if they are: under factory recall due to manufacturer defect or class action lawsuit; repairs due to defects as determined by the Consumer Product Safety Commission; mismatched (systems with incompatible components with different capacity ratings); modified from the original manufacturer design

SAMPLE

or application; improperly installed; or located outside the perimeter of the main foundation (*i.e.*, outside the outer load bearing walls of the structure) or below the slab or basement floor of the home (with the exception of central air conditioning units, main electrical panels mounted on outside walls; and if plan coverage has been purchased for pool; spa; pool and spa).

5. This Service Contract does not cover upgrading or making modifications to items due to, but not limited to, the following reasons: capacity (over or undersized); dimensional or design change; conditions of insufficient or excessive water pressure; conditions of inadequate wiring capacity; circuit overload; power failure and/or surge; failure to meet building code(s); zoning requirements; utility regulations; or failure to comply with local, state or federal laws or regulations (except for optional coverage relevant to 13 or 16 SEER federal mandate effective January 23, 2006 in conjunction with a covered repair or Enhanced Upgrade Package as described if optional coverage was selected and paid). If a system, appliance, or component is determined to be undersized or overloaded, or inadequate, repair or replacement of the malfunctioning system, appliance, or component is not covered by this Service Contract.
6. This Service Contract does not cover: losses or other costs, including, but not limited to, disposal fees arising from hazardous or toxic material, asbestos, refrigerant reclamation are not covered. Costs associated with upgrades or modifications to comply with Federal, state, and local law, code, regulation, or ordinance and any building or zoning permits that are deemed necessary are not covered except those specifically outlined in this Contract. This Residential Service Contract will not be liable for conditions of; rot, fungus, mold, mildew, bio-organic growth even when caused by or related to the malfunction, repair or replacement of a covered system or appliance.
7. This Service Contract does not cover repair or replacement of systems, appliances or components classified by the manufacturer as commercial-grade or commercial-grade equipment modified for home use.
8. This Residential Service Contract does not cover (a) fees associated with use of cranes or other lifting equipment required to service roof-top heating or air conditioning units; or (b) excavation or other charges associated with gaining access to the well pump; or (c) electronic computerized energy management systems or devices, or lighting and/or appliance management systems.
9. The following additional exclusions apply: asbestos insulated ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork.
10. We are not responsible for the charges incurred to gain access or restoration of access to a system, appliance or component in situations where there is not adequate capacity or space for serviceability caused by, but not limited to, walls, floors, ceilings, permanently installed fixtures, cabinets, or personal property. In the event it is necessary to open walls, floors, countertops or ceilings, or to move such fixtures, cabinets, or

personal property to perform a diagnosis or service, We are not responsible for the restoration of such openings, items, or property and You will need to authorize access for diagnosis. We are also not responsible for reconfiguring space to accommodate replacement equipment when equipment of identical dimensions is not readily available. We are not responsible for additional fees a service professional may charge related to additional manpower or additional equipment required to repair or replace a system, appliance, or component on a

SAMPLE

roof, in an attic, or not readily accessible.

11. We are not responsible for delays or failures caused by, or related to: any of the exclusions listed herein; shortages of labor and/or materials and parts; delays in shipping or delivery of parts; or any other cause beyond Our reasonable control. We are not liable for additional charges to access or transport materials, supplies, or authorized service professionals to the covered property due to lack of or inhibited serviceability, such as but not limited to required use of ferries or barges and/or remote locations.
12. We are not responsible for damage that may result from a service professional's service or delay in service. We are not responsible for incidental and/or consequential loss or damages resulting from the Mechanical Failure of any item including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, and/or property damage, or personal injury.
13. If any item, appliance or system otherwise covered by this Residential Service Contract is covered by warranties, insurance, or guarantees, including but not limited to a manufacturer's, contractor's, builder's, distributor's, or in-home warranty, We are not liable for repairs or replacements covered by such insurance, warranties, or guarantees. If a claim covered by this Residential Service Contract is also covered by an insurance policy, warranty, service contract, or manufacturers recall, We shall pay up to the Residential Service Contract limits only for the amount of the cost to repair or replace such covered system, appliance, or component in excess of the amount due from that other insurance, warranty, service contract, or manufacturer's recall up to the Residential Service Contract limits for each annual period of coverage. Our coverage is secondary to such insurance, warranties, or guarantees.
14. Subject to the specific item limitations listed in this Residential Service Contract inclusive for each term of coverage, Our liability does not exceed **\$1,500** per service call and associated claim for an appliance, system, or item, made as a result of a request for service due to a covered failure and **\$10,000** in aggregate for Your term of coverage as indicated on Your Registration Page unless You have purchased the Enhanced Upgrade Package.
15. Relating to components or systems covered by this Service Contract if You authorize or perform any improper alterations, installations or repairs or improperly modify any system, appliance or component outside the manufacturer's intended design, or damage it in the course of remodeling or repair, We will no longer be obligated to cover such item(s).
16. In the event work performed under this Service Contract should fail during the recall period (sixty (60) days on parts and sixty (60) days on labor), We will arrange for the necessary repairs without requiring You to pay an additional Service Call Fee.

HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED

Cancellations will be according to the provisions stated in this contract. You may reference the Special State Requirements section of this Contract for additional cancellation provisions in Your state of purchase.

1. **Cancellation by You.** The Residential Service Contract may be cancelled by You any time upon receipt of written notice to Us or you may call Us toll-free at **1-855-683-8279** or email us at info@porchwarranty.com. If You cancel within the first thirty (30) days then You will receive a one hundred percent (100%) refund of the Residential Service Contract cost paid by You. If You cancel after the first thirty (30) days and required Contract fees have been paid by You, then Your contract will remain active until the date through which Contract

SAMPLE

fees have been paid.

2. **Cancellation by Us.** This Contract is non-cancellable by RWSA during the first thirty (30) days except (1) for non-payment of Contract fees; (2) misrepresentation or fraud relating to facts material to the issuance of this Contract. We are not required to mail You written notice if the reason for cancellation is non-payment of the Contract fee or a material misrepresentation by You to the Service Contract Provider relating to the covered property or its use.
3. **Nonrenewal by Us. The Residential Service Contract automatically renews unless cancelled by You or Us or nonrenewed by Us. If We elect not to renew the Contract, We will notify you in writing at the address stated in the Registration Page at least thirty (30) days in advance of the renewal date.**

OTHER IMPORTANT CONTRACT PROVISIONS

1. We may declare this entire Service Contract void in the event You or Your representatives engaged in fraudulent conduct, intentionally concealed or misrepresented any material fact or circumstance (including any circumstance relative to the application of this Service Contract or to the items and/or their Mechanical Failure covered by this Service Contract, or made false statements relating to this Service Contract.)
2. This Service Contract covers a single-family residence (under 5,000 square feet), including a condominium, townhouse, duplex (both units contained within the dwelling must be covered). Manufactured homes are eligible if the manufactured home has connected utilities for electrical, water and sewage and if manufactured home is also connected to a permanent concrete foundation. Dwelling must be used solely for residential purposes. Any dwelling used in whole or in part for commercial purposes such as, but not limited to, a day care facility, group home (5 or more unrelated individuals cohabiting in same household), rest home, church or school will not be covered. Homes listed in any historical register are not covered. Whether or not this Service Contract covers a condominium unit, any repairs and/or replacements will be limited to the items solely used by and located and serviceable within such single unit (unless specified otherwise). No common area items or items shared by non-warranted units will be covered by this Service Contract. Single-family residences over 5,000 square feet require an additional square footage option cost.
3. If coverage is provided on tenant occupied units, You are responsible to report the failure and pay the Service Call Fee charge.
4. If an item is not repairable due to the covered failure of an obsolete or unavailable component part, We are not responsible for replacement of the entire item. We will be responsible only to make a reasonable payment based upon the value of installing a comparable component part that is available, subject to any per occurrence or aggregate maximums.
5. **Electronic Contract Payment Policy: Purchasing this Residential Service Contract has authorized a charge to a credit card or to deduct**

monies via electronic debit from an account designated by You. It is the Contract Holder's responsibility to provide the selling entity with accurate designated account and contact information. Should Contract Holder information change at any time, it is the Contract Holder's responsibility to notify the selling entity or RWSA. If Payment does not process electronically, Contract Holder coverage and accrued limit of liability will be terminated unless Contract payment and any applicable administration fees are paid.

SAMPLE

6. **Transfer-Assignment.** In the event of assignment or transfer of title of the covered property, this Residential Service Contract may be assigned and/or transferred at Our option, for a fee not to exceed **\$25**, except where specifically governed otherwise by state law. Please see the Special State Requirements section on Your Residential Service Contract for detailed information that may apply in Your state.
7. **Waiver.** Should We waive any of Our contractual rights; such waiver will not constitute a future waiver of said rights. After You receive any benefits under this Contract, We are entitled to all of Your rights of recovery against any manufacturer, repairer of other party who may be responsible to You for the cost covered by this Contract or for any other payment made by Us. If We ask, You agree to help Us enforce these rights unless transferred as provided in the transfer section of this Contract. you also agree to cooperate and help us in any other matter concerning this Contract.
8. **Contract Term Expiration.** Contract expiration is determined by the purchase date and term as indicated on Your Registration Page. If full payment is not received by Us or Our representative by the billing due date Your Contract will expire. Notice of any failure or malfunction must be given to RWSA prior to Residential Service Contract expiration and approved work must be completed within three (3) months of Residential Service Contract expiration.
9. **Entire Residential Service Contract.** This Residential Service Contract with attached Registration Page represents the complete Service Contract between RWSA and Contract Holder. This Service Contract supersedes all prior proposals, or understandings implied, orally stated, written or otherwise.
10. **RWSA reserves the right to update or modify the Terms and Conditions of this Residential Service Contract upon thirty (30) days written notice. (For Nevada Residents: see Special State Requirements)**

SPECIAL STATE REQUIREMENTS

OBLIGATIONS UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, AS LISTED BELOW. IF ANY PROMISE MADE IN THE SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT THE PROVIDER DIRECTLY:

IA, IL, NY, TX, UT, VA, WA, WI: RWS Home Service Contracts, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://RWSAhomeservicecontracts.com/>;

CA: Residential Warranty Home Protection of California, Inc. (690 Pro Med Lane, Carmel, IN 46032) <https://homewarrantycalifornia.net/>

AK, CO, DE, ID, IN, KS, MD, ME, MI, MS, MT, ND, NE, NJ, OH, PA, RI, SD, TN, WV: RWS of America, LLC. (690 Pro Med Lane, Carmel, IN 46032) <https://RWSofamerica.Com/>

AL, AR, AZ, CT, D.C., FL, GA, HI, KY, LA, MA, MN, MO, NC, NH, NM, NV, OK, OR, SC, VT,

WY: Residential Warranty Home Protection, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com>;

WA: OBLIGATIONS UNDER THIS SERVICE CONTRACT ARE BACKED BY THE FULL FAITH AND CREDIT OF THE SERVICE CONTRACT PROVIDER, 4WARRANTY CORPORATION. IF ANY PROMISE MADE IN THE SERVICE CONTRACT HAS BEEN DENIED OR HAS NOT BEEN HONORED YOU MAY CONTACT FORTEGRA CORPORATION FINANCIAL AT (800)-888-2738.

SAMPLE

CANADA: Residential Warranty Services of Canada, Inc. (1451 Royal York Road, Toronto, Ontario, M9P3B2) <http://RWSofcanada.ca>

At any time, the contract holder can cancel the Service contract with no penalty. Any cancellation by the Provider, for reasons other than a substantial breach of duties by the contract holder or the reasons enumerated within the contract shall require written notice stating the effective date of cancellation and the reason for the cancellation at least fifteen days prior, mailed to the mailing address of the contract holder's account.

Alabama: This is a Residential Service Contract, not an insurance policy. HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as follows: If any refund due to You is not paid within 45 days after the return of the service contract to Us we will pay 10% interest on the refund for every 30 days that the refund is not issued to You. The cancellation fee is changed from fifty dollars (\$50) to twenty-five dollars (\$25).

Arizona: This is a Residential Service Contract, not an insurance policy. In the **COVERED ITEMS** section, last paragraph "They do not limit Our right to deny coverage for items not specifically listed as excluded." is deleted. **LIMITS OF LIABILITY AND EXCLUSIONS** - the following is added to the end of the first paragraph - "This exclusion does not apply if the defects or malfunctions were known or reasonably should have been known by Us or the person selling this Residential Service Contract on Our behalf." **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended as follows: We may only cancel this Residential Service Contract for fraud by You, material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use.

Connecticut: This Service Contract is an agreement between the Obligor/Provider, Residential Warranty Home Protection, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com> , 1-855-683-8279 and You. In the event of a dispute with Administrator, You may contact The State of Connecticut, Insurance Department, P.O. Box 816, Hartford, CT 06142-0816, Attn: Consumer Affairs. The written complaint must contain a description of the dispute, the purchase price of the home, the cost of repair of the item and a copy of the Residential Service Contract. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended as follows: This Residential Service Contract may be cancelled by the Contract Holder if the home is sold or destroyed.

Georgia: HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as

follows: In no event will any claims incurred or paid be deducted from any refund. If a cancellation fee is applicable, it will not exceed 10% of the pro-rata refund amount and only applies to cancellations by the contract holder. The Provider may only cancel this Residential Service Contract for fraud by You, material misrepresentation by You, or nonpayment by You. If the Provider cancels the Residential Service Contract, the Provider must provide 30 days written notice of cancellation. If the purchase of this Contract was financed, the lienholder

may only cancel this Contract for non-payment if they hold a power of attorney.

Iowa: HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as

follows: 1. Cancellation by You. If you cancel after the first thirty (30) days and required Contract fees have been paid by You, then You shall be entitled to a pro-rata refund of the unexpired term less a cancellation fee, which will be the lesser of (a) fifty dollars (\$50) or (b) ten percent (10%) of the purchase price of the contract. A ten percent (10%) penalty shall be added each month to a refund that is not paid to a service contract holder within thirty days of the return of the service contract to the service company. **The following is added to the end of the Service Contract:** Service Contract Providers are regulated under the Iowa Insurance Division. For any

SAMPLE

questions or concerns about this service contract provider, its contact information is as follows: Iowa Insurance Division, 1963 Bell Avenue, Suite 100, Des Moines, IA 50315, Phone 515-654- 6600.

Indiana: The following is added at the beginning of the Residential Service Contract: This Contract is not insurance and is not subject to Indiana insurance law.

Kentucky: The following is added to the beginning of the Residential Service Contract: **This is a Residential Service Contract, not an insurance policy. However, the performance of this Residential Service Contract is guaranteed by a performance bond written by Old Republic Insurance Company, 133 Oakland Avenue, Greensburg, PA, 15601. If We fail to pay any valid claim within sixty (60) days after proof of loss has been filed, a claimant is entitled to make a claim directly against Old Republic Insurance Company at the address shown above.**

Nevada: TERMS OF COVERAGE: This is NOT a Contract of insurance The following is added to the end of 2. If an authorized service professional cannot be located by You or Us to service the address in this Contract, We will reimburse You the industry standard cost of the repair or replacement with respect to Your specific appliance or system based on industry averages and RWSA's internal assessment. **OTHER IMPORTANT CONTRACT PROVISIONS:** 10. is deleted. If a failure to a covered item renders a dwelling unfit to live in because of defects that endanger the health and safety of the occupants, repairs must commence within 24 hours after the report of the claim and be completed as soon as reasonably practicable.

If repairs cannot be completed within three calendar days, We will provide a status report to You at your last known address and to the Commissioner by electronic mail at pcinsinfo@doi.nv.gov no later than three (3) calendar days after the report of the claim.

In the event you do not receive satisfaction under this Service Contract, complaints or questions about this Plan may be directed to the Nevada Department of Insurance, telephone (888) 872-3234.

If You are not satisfied with the manner in which We are handling a claim under the Service Contract, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

The How This Contract May Be Cancelled or Nonrenewed section is amended as follows:

1. Cancellation by You. The Residential Service Contract may be cancelled by You any time upon receipt of written notice to Us. If You cancel within the first thirty (30) days then You will receive a one hundred percent (100%) refund of the Residential Service Contract cost paid by You as long as there are no paid claims. If the Residential Service Contract is cancelled within the first thirty (30) days and claims have been made, the provider shall refund to the contract holder one hundred percent (100%) of the Residential Service Contract cost paid by You, less any claims paid. Refund requests must be submitted in a written format with Your signature or emailed by You to RWSA and must

include the Service Contract number. A cancellation form has been included in Your Contract for Your convenience. If You cancel after the first thirty (30) days and required Contract fees have been paid by You, then You shall be entitled to a pro-rata refund of the unexpired term less a twenty-five dollar (\$25) cancellation fee. If We fail to refund you within 45 days after a Service Contract is returned, We shall pay You a penalty of 10 percent of the amount due for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.

2. Cancellation by Us. This Contract is non-cancellable by RWSA during the first thirty

SAMPLE

(30) days except (1) for non-payment of Contract fees; (2) misrepresentation or fraud relating to facts material to the issuance of this Contract. RWSA is not required to mailwritten notice if the reason for cancellation is non-payment of the Contract fee oarmaterial misrepresentation by You to the Service Contract Provider relating to the covered property or its use.

We may not cancel this Service Contract once it has been in effect for at least seventy (70) days before the expiration of the agreed term or one year after the effective date of the Service Contract, whichever occurs first, except on any of the following grounds: failure by you to pay an amount when due; the conviction of you of a crime which results in an increase in the service required under the Service Contract; discovery of fraud or material misrepresentation by you in obtaining the Service Contract or in the presentation of a claim for service; the discovery of an act or omission, or a violation of any condition of the Service Contract by you which substantially and materially increases the service required under the Service Contract; or a material change in the nature or extent of the service required under the Service Contract which occurs after the purchase of the Service Contract and substantially and materially increases the service required beyond that contemplated at the time the Service Contract was purchased.

No cancellation of this Service Contract may become effective until at least 15 days after the notice of cancellation is mailed to You.

New Hampshire: In the event You do not receive satisfaction under this Residential Service Contract, You may contact the New Hampshire Insurance Department at, 21 South Fruit Street, Suite 14, Concord, NH 03301, 603-271-2261.

New Jersey: **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is

amended as follows: We will pay You a 10% per month penalty, based upon the purchase price of the Residential Service Contract, if the refund or credit is not completed within 45 days of the cancellation of the contract.

New Mexico: If you have any concerns regarding the handling of your claim, you may contact the Office of Superintendent of Insurance at 855-427-5674.

HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED is amended as follows: We may cancel this Residential Service Contract within seventy (70) days from the date of purchase for any reason. After seventy (70) days, We may only cancel this Residential Service Contract for the following acts by the Contract Holder: Non-payment; discovery of fraud or material misrepresentation by

the Contratct Holder in obtaining the Residential Service Contract or in presenting a

claim; or discovery of either of the following if it occurred after the effective date of the Residential Service Contract and substantially and materially increased the service required under the Residential Service Contract: an act or omission; or a violation of any condition of the Residential Service Contract.

North Carolina: **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is

amended as follows: We may only cancel this Residential Service Contract for non-payment of the purchase price of the Contract or a direct violation of the Contract by You.

New York: HOW THIS CONTRACT MAY BE CANCELLED If a cancellation is requested within 30 days of receiving the contract and qualifies for a refund under HOW THIS CONTRACT MAY BE CANCELLED OR NON RENEWED(Pg.14-15) , no administrative fee will be levied and a 10% penalty will be added to the refund amount if not made within 30 days of the return of the contract to the provider.

SAMPLE

Oklahoma: The Warranty Association is Residential Warranty Home Protection, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com>, 1-855-683-8279, Oklahoma Identification #509327080. This is not an insurance contract. Coverage afforded under this Residential Service Contract is not guaranteed by the Oklahoma Insurance Guaranty Association. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED:** 1. Cancellation by You is replaced with the following: You may cancel Your Residential Service Contract at any time by informing Us. If You cancel this Residential Service Contract within the first thirty (30) days and no Claim has been authorized or paid within the first thirty (30) days, We will refund the entire Contract purchase price. If You cancel this Residential Service Contract after the first thirty (30) days, or have made a Claim within the first thirty (30) days, return of the purchase price shall be based upon one hundred percent (100%) of the unearned pro-rata purchase price less the actual cost of any service provided under the Contract. **2. Cancellation by Us** is amended as follows: If We cancel this Residential Service Contract, return of the purchase price shall be based upon one hundred percent (100%) of unearned pro-rata purchase price less the actual cost of any service provided under the Residential Service Contract.

Oregon: This Residential Service Contract is an agreement between the Obligor/ Provider, Residential Warranty Home Protection, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://residentialwarrantyhomeprotection.com>; 1-855-683-8279 and You. **NOTICE:** If the purchase of this Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Contract purchase price financed if claims have been paid by Us. **TO OBTAIN SERVICE** - If You need to file a Claim under this Service Contract, You must obtain prior authorization by calling 1-855-683-8279. Failure to obtain prior authorization may result in non-payment. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended to add: If the purchase of this Residential Service Contract was financed, any outstanding balance due to the finance company will be deducted from any due refund and paid to the finance company instead of You. The refund amount paid to the finance company may be less than the Residential Service Contract purchase price financed if claims have been paid by Us.

South Carolina: If You have any questions regarding this Service Contract, or a complaint against the Obligor, You may contact the South Carolina Department of Insurance at 1201 Main Street, Suite 1000, Columbia, South Carolina 29201, (803) 737-6160.

Utah: This is a Residential Service Contract, not an insurance policy. Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association. The Provider/Obligor is RWS Home Service Contracts, LLC (690 Pro Med Lane, Carmel, IN 46032) <https://RWSAhomeservicecontracts.com/>; , 1-855-683-8279. This Residential Service Contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. **TERMS OF COVERAGE** the following is added to 3. - unless the appliance is needed for medical reasons. If you must pay for emergency repairs outside of normal business hours, call the toll-free number provided to You in this Service Contract or email us with your Service Contract information and receipts for expenses incurred at info@porchwarranty.com to arrange for reimbursement.

HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED – Is amended as follows: We may only cancel this Residential Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of contractual duties by You relating to the covered property or its use. If We cancel this Residential Service Contract for material misrepresentation or a substantial breach of contractual duties, such cancellation will be effective thirty (30) days after mailing of notice. If We cancel this Residential Service Contract for non-payment, such cancellation will be effective fifteen (15) days after the mailing of notice. The notice will state the effective date and the reason for the cancellation. In such case You will be entitle to a pro rata refund and will not be charged a cancellation fee.

Virginia: If any promise made in the Residential Service Contract has been denied or has not been honored within 60 days after your request, you may contact the Virginia Department of Agriculture and Consumer Services, Office of Charitable and Regulatory Programs at <http://www.vdacs.virginia.gov/food-extended-service-contract-providers.html> to file a complaint.

Washington: The State of Washington is the jurisdiction for any civil action in connection with this Residential Service Contract. **LIMITS OF LIABILITY AND EXCLUSIONS** – What is excluded from coverage is limited to that which is expressly stated under the “**LIMITS OF LIABILITY AND EXCLUSIONS**” section of this Residential Service Contract which occurred while owned by You.

Wisconsin: **THIS RESIDENTIAL SERVICE CONTRACT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.** All references to

“Residential Service Contract/Contract” are hereby deleted and replaced with “Service Contract”. **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED - 1. Cancellation by You and 2. Cancellation by Us** is deleted and replaced as follows: You may cancel this Service Contract at any time by informing Us or the Administrator. If this Service Contract is canceled within thirty (30) days of the date of purchase and no Claims have been paid, the Administrator shall return one hundred percent (100%) of the purchase price paid and the Service Contract shall be void. The right to void the Service Contract applies only to the original purchaser of the Service Contract. If Your refund is not paid or credited within thirty (30) days after Your cancellation request to Us, We will add an extra ten percent (10%) to Your due refund for every thirty (30) days the refund is not paid by Us. For Service Contracts canceled subsequent to the period stated above or if a claim has been made under this Service Contract within such period, We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If You request cancellation due to a total loss of Your home which is not covered under the terms of Your Service Contract, the Administrator shall return one hundred percent (100%) of the unearned pro-rata Service Contract purchase price paid, less claims paid. We may only cancel this Service Contract for material misrepresentation by You, nonpayment by You or a substantial breach of duties by You relating to the covered property or its use. If We cancel for any reason other than nonpayment, then We shall refund one hundred percent (100%) of the unearned pro rata provider fee, less any claims paid. If We cancel this Service Contract, We shall provide written notice to You at Your last known address at least fifteen (15) days prior to cancellation. The notice shall state the effective date of the cancellation and the reason for the cancellation. Unauthorized repairs may not be covered.

Wyoming: **HOW THIS CONTRACT MAY BE CANCELLED OR NONRENEWED** is amended as follows. 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 Residential Service Contract to Us. **Cancellation by Us** during the first thirty (30) days is deleted in the first sentence in this section. The following sentence is added:

RWSA will mail a written notice of cancellation to You at the last known address contained in Our records at least ten (10) days prior to cancellation by Us.

SAMPLE

PRIVACY POLICY

The trust of Our customers is RWSA's most valuable asset. RWSA safeguards that trust by keeping nonpublic personal information about customers in a secure environment and using that information in accordance with this Privacy Policy. Below is RWSA's privacy pledge to our customers:

Information We May Collect

RWSA may collect nonpublic personal information about you from the following sources:

- Information we receive from You (or is provided to Us on your behalf) on applications and other forms, such as your name, address, telephone number, and size of Your house; and
- Information about your transactions with the companies of RWSA or other non-affiliated parties, such as your name, address, telephone number, age, coverages under insurance policies, manufacturers' warranties, transaction, claims, and payment history.

Information We May Disclose and To Whom We May Disclose Information

The nonpublic personal information RWSA may collect as described above may be disclosed in order to deliver products and services to you, provide customer service, or administer your account.

Disclosures Permitted by Law

RWSA may disclose all of the nonpublic personal information described above, as permitted by law. For example, we may use affiliated and non-affiliated parties to perform services for us, such as providing customer assistance, handling claims, protection against fraud and maintaining software for us. We also may disclose information in response to requests from law enforcement agencies or state regulatory authorities.

Information Regarding Former Customers

RWSA does not disclose nonpublic personal information about former customers or customers with inactive accounts, except in accordance with this Privacy Policy.

Our Security Procedures

RWSA restricts access to nonpublic personal information about you to those employees whom we determine have a legitimate business purpose to access such information in connection with the provision of products or services to you. We employ security techniques designed to protect our customer data. We provide training and communications programs designed to educate employees about the meaning and requirements of our strict standards for data security and confidentiality.

Full privacy policies are available at: <https://residentialwarrantyservices.com>, <https://RWSofamerica.com/>,

<https://residentialwarrantyhomeprotecti>
<on.com>, <http://RWSofcanada.ca>, and <http://homewarrantycalifornia.net/privacy>.
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