

# HOME WARRANTY CONTRACT TERMS AND CONDITIONS

## 1) WESTERN WARRANTY CO. ("Company")

- A) Thank you for choosing the Western Warranty Co. Your home warranty can provide you with protection against out of pocket repair expenses. Although we promise to do our best to protect you in most repair situations, this coverage is not all-inclusive, and there may be situations in which you may need to pay additional costs for the parts or services that may not be covered by the warranty plan.
- B) We are not liable for repairing or replacing items that are not working at the time coverage begins, items with pre-existing conditions that were not repaired prior to coverage, have missing parts or components, have been improperly maintained, or have failed due to non-normal wear and tear circumstances.
- C) Your coverage includes the plan items that you selected. Items that were not selected or that are excluded from this contract will not be covered.
- D) To qualify for coverage, all items must be in good working condition at the close of escrow or the inception of this contract.
- E) To maximize the coverage of this contract and receive coverage for Pre-Existing Conditions the homeowner should send a copy of the home inspection report and any repair receipts to;
- 155 E Boardwalk Drive #445, Fort Collins, CO 80525 (or)
  - [Service@WesternWarranty.com](mailto:Service@WesternWarranty.com)

## 2) CUSTOMER SERVICE

Please contact our customer service team if you need any assistance. They can be reached at: 800-653-5714 or [Service@WesternWarranty.com](mailto:Service@WesternWarranty.com)

## 3) COVERAGE TERMS AND CONDITIONS

- A) This contract applies to the homeowner who must own the address on the contract.
- B) If the home is sold prior to contract expiration, the remaining contract may be transferred to the new home owner prior to expiration by emailing [Service@WesternWarranty.com](mailto:Service@WesternWarranty.com).
- C) This contract applies to covered items located within the main residence. Outside buildings or detached structures are not covered.
- D) This contract covers single-family homes, town homes, condominiums, manufactured homes, duplex, triplex, or fourplex homes under 5,000 sq ft.
- E) Before placing any claim, it is the homeowner's obligation to seek reimbursement or service from homeowner's insurance, manufacturer warranties, distributor warranties, or contractor warranties.
- F) This contract is a binding agreement between Western Warranty Co and the persons indicated on this contract, referred to as the "Homeowner".
- G) If the homeowner and company renew the coverage at the end of the contract term, the homeowner may choose an automatic monthly draft or annual rate.

## 4) COVERAGE PERIOD

- A) All contracts are for the time specified on the plan which is typically 12 months or 14 months unless otherwise indicated on the application.
- B) Contract coverage will begin on the date the application and payment is received and the company issues a "Confirmation Number".
- C) If there was no home inspection performed on the home or if the coverage is purchased for an existing home owner and not part of a real estate transaction, the coverage will begin 30 days after the application and payment have been received.
- D) There is a 180-day workmanship guarantee on all repair work provided by our contractors under the plan.
- E) Offer of future coverage after the expiration of this contract term is at the sole option and rates of the company.

## 5) SELECT YOUR OWN CONTRACTOR OR USE OURS

You have the option of choosing your own service technician or ours when you submit the claim. Choosing your own technician may result in faster service especially during busy seasons, however it is important to understand the terms, conditions, and payouts of this contract prior to ordering or paying for any service with the contractor. If you elect to use your own contractor, then we reserve the right to reimburse you the repair expenses at a rate equal to our negotiated rates with our own contractors and suppliers which may be less than you are being charged by your own service professional. We reserve the right to request a second opinion for any work completed by your contractor.

## 6) STEPS FOR FILING A CLAIM

- A) Read this contract carefully and make sure the repair is covered prior to requesting a repair service. If you have questions prior to submitting a claim please contact us.
- B) We are not liable for repairing, replacing, or reimbursing for items that are not covered under this warranty contract. As the homeowner, it is your responsibility for understanding what is covered for reimbursement under this contract. This includes understanding coverage limitations for items that do not require pre-approval by us before you choose to have work done.
- C) If the home warranty was purchased as part of a real estate transaction then a copy of the home inspection is required prior to approval of a claim. Failure to

provide the inspection report does not void this contract or extend coverage but may affect the processing of the homeowners claim. If an inspection was not obtained prior to the home purchase, Western Warranty reserves the right to obtain the opinion of a qualified service technician, chosen solely by Western Warranty to determine whether the claim is a result of a pre-existing or non-covered condition.

D) Unknown pre-existing conditions will be covered by the contract if the malfunction would not have been known to the buyer, seller, agent, or home inspector by a visual inspection or by operating the appliance or system.

**STEP 1) Submit a Claim:** First make sure your claim is covered by your warranty plan by reviewing the coverage terms and limits. If the item is covered;

- Submit the claim online at [www.WesternWarranty.com](http://www.WesternWarranty.com)
- You can select to use your own contractor or we'll send you the name and number of a local contractor.
- You will be assigned a claim number and may then contact and schedule the contractor.

**STEP 2) Schedule the Contractor;** The homeowner may call the contractor directly to schedule a service or request the company to schedule.

- A) When the technician visits the homeowner's home, they will diagnose the repair and the homeowner can decide whether to have the work completed or not.
- B) Repairs or Replacements under \$300 do not require pre-approval if the item is covered under this contract and the homeowner has not exceeded \$300 in claims during the current 12-month contract period. Be sure to read the contract and understand what is covered or is not covered. The company is not liable for reimbursing the homeowner if an item is repaired or replaced that is not covered by the terms and conditions or coverage liability of this contract.
- C) Any repair or replacement above \$300 or any repair or replacement after the homeowner has exceeded \$300 in claims during the current 12-month contract period requires pre-approval by the company prior to having the work completed. The company reserves the right to send their own contractor to diagnose and complete the covered work if necessary.

**STEP 3) Get Pre-Approval to complete the work:** For any work that requires a pre-approval or if the homeowner is uncertain about coverage the homeowner or the contractor will need to contact our customer service team for pre-approval at;

- a) Phone: 800-653-5714 (or)  
b) Email: [Service@WesternWarranty.com](mailto:Service@WesternWarranty.com)

**STEP 4) Payment & Reimbursement;** The homeowner will be responsible for paying the contractor directly for the deductible for each trade call, or the actual cost whichever is less and for any work ordered without a pre-approval arrangement made between the company and the contractor.

For contractor direct payment: If the company is paying the contractor directly for the covered work then the contractor will need to contact us prior to any work being done for the pre-approval and payment arrangements.

To receive reimbursement for payment: If the homeowner elects to pay the contractor directly for approved covered work, then the homeowner will complete a claims reimbursement form and send us a copy of an itemized invoice and the paid receipt to receive a reimbursement for the covered repairs minus the deductible. The homeowner is responsible for any work that is completed that is not approved or covered by this contract.

- a) Phone: 800-653-5714  
b) [Service@WesternWarranty.com](mailto:Service@WesternWarranty.com) (or)  
c) 155 E Boardwalk Drive #445, Fort Collins, CO 80525

## 7) SERVICE CALL FEE DEDUCTIBLE

- A) The homeowner is responsible for the Non-Refundable Service Call Fee Deductible for each service call. The deductible amount is set based on the homeowner's warranty plan.
- B) For example, if the homeowner places a claim to fix their refrigerator and their deductible is \$75. The homeowner would be responsible for the first \$75 and upon approval for the repair of the covered item, Western Warranty would pay or reimburse for the remaining covered repair amount.
- C) If repairs are made to additional items a separate deductible will apply for each item that is repaired.
- D) If no covered defects are discovered or repaired during the service call, the homeowner is responsible for the entire cost of the service call.

## 8) LIMITATIONS FOR REPAIRS WITHOUT AN APPROVAL

For the homeowner's convenience and to help expedite repairs we allow homeowners under this warranty to have covered items repaired or replaced without getting a pre-approval as long as the repair meets the eligibility requirements below.

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- a) The homeowner has not filed more than \$300 in claims within a 12-month period.
  - b) The repair expense for the item is below \$300.
  - c) Prior to placing the claim, the homeowners has confirmed that the item is not covered by existing homeowners insurance, manufacturer warranties, distributor warranties, or contractor warranties.
  - d) The homeowner has provided the company with the home inspection report.
  - e) The homeowner has filed a claim online and has received a claim number.
  - f) The contractor or technician repairing the item is licensed and insured in the state where the home is located, and the contractor is not related to the homeowner or work with the homeowner or the homeowner's spouse.
  - g) The repair is for an item that is essential for the unit to work properly and is listed as a covered item under the "covered items" and "terms and conditions" of this plan. The homeowner should contact us first prior to any work being done if they are uncertain if the item is covered.
  - h) The homeowner will pay the contractor for the work performed and then send the following items to us by email or mail for reimbursement.
    - Claim Reimbursement Form
    - Copy of an itemized invoice
    - Receipt for payment
- Send Reimbursement Requests to:**
- [Service@WesternWarranty.com](mailto:Service@WesternWarranty.com) (or)
  - Attn Claims; Western Warranty, 155 E Boardwalk Drive #445, Fort Collins CO 80525
- i) The company reserve the sole and exclusive right to deny any claim or modify the reimbursement amount to an amount equal to our company's negotiated rates with our suppliers for repairs, replacements, and/or labor costs, less any service costs incurred by the company if we believe the repair was unnecessary, was not covered or was excluded by this warranty, or we believe the claim or repair is misleading, filed fraudulently, or billed at an unreasonable or excessive rate for labor, items, and/or parts.

## COVERED ITEMS

### **AIR CONDITIONING SYSTEM AND HEATING UNITS**

Covered Air Conditioning Units When Included in Plan: Circuit Board, Compressor, Condensate Drain Line, Condensate Pump, Condensing Unit Coil, Evaporative Cooler, Evaporator Coil, Fan Motors, Blower Motors, Fuses, Circuit Breakers, Relays, Thermostats, Ductwork. General parts that are necessary for the normal operation of the central cooling system originally designed, properly maintained according to manufacturer's recommendations, and correctly installed for the home. Coverage for the cooling and heating units are contingent on the company receiving an approved inspection report completed while the unit was turned on and running within 60 days of the start of the initial home warranty contract period with the company. Items will be covered due to normal wear and tear breakdowns. Pre-existing conditions noted in the inspection report that have not been repaired prior to the claim will not be covered by the warranty.

Covered Heating Units: Baseboard Convectors, Blower Motor, Circuit Board, Pressure Sensor, Draft Inducer, Flame Sensor, Gas Electrical Oil or Oil Furnaces, Interior Gas Lines, Gas Valve, Smart Valve, Heat Exchanger, Heating Pump, Hydronic Circulating Pumps, Ignitor, Radiators, Thermostat.

*Not covered Air & Heat: pre-existing conditions, improper maintenance, window units, filters, underground or outside piping, freon, refrigerant, refrigerant conversion, leak detections, condenser casings, Humidifier / dehumidifier systems or accessories, noise, registers, water towers, humidifiers, grills, filters, improperly sized units, gas air conditioners, cooler pads, drain pads, roof jacks or stands, electronic, computerized, pneumatic and manual system management and zone controllers and refrigerant recapture, reclaim and disposal, roof mounts, crane installs, crane rentals, commercial equipment, Auxiliary space heaters, cable heat, mini-split ductless systems, humidifier / dehumidifier systems or accessories, electronic air cleaners, registers, fuel storage tanks, heat lamps, fireplaces and key valves, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping, well pumps and components for geothermal or water source heat pumps, grain pellet, wood heating units, electronic, computerized, pneumatic and manual system controllers, heat pump refrigerant recapture, Insulation, grills, registers, dampers, locating leaks, ductwork where asbestos is present, improperly sized, or located below or covered by concrete.*

### **ELECTRICAL**

Covered: Electrical Breakers, Switches & Fuses, Wiring, Conduit, Panels and Sub Panels, Junction Boxes, Plugs, Telephone Wiring.

*Not covered: video, alarms, intercom, fixtures, computer, door bells, wiring and*

*cables, inadequate wiring capacity, low voltage systems, power surges, phone jacks, sensors, relay, timed circuits, wiring which is the property of the phone or utility company, and any access to complete the work through an obstructed ceiling, wall, or floor or one that is located below or covered by concrete.*

### **GARAGE DOOR OPENERS**

Covered: Motor, Receiver Unit, Capacitor, Push Arm, Switches, Track Assembly.  
*Not covered: Garage Doors, hinges, springs, remote transmitters, adjustments.*

### **APPLIANCES - KITCHEN**

Covered: Refrigerator, Built in Microwave, Oven, Range, Cooktop, Dishwasher, Garbage Disposal, Trash Compactor, Hot Water Dispenser. (pumps, motors, timers, seals, gaskets, latches, air laps, switches, control boards, heating element).

*Not covered: Knobs, dials, lights, racks, removable trays, removable buckets, door glass, rollers, mini refrigerators, wine coolers, TVs, computers, screens, monitors, ice makers, ice crushers, dispensers, refrigerant, water dispenser, cracked or broken thermal shells.*

### **GARBAGE DISPOSAL**

Covered: All parts and components that effect the operation.

### **PEST CONTROL**

Covered: Extermination of Spiders, Roaches, Bats, Crickets, Ground Beetles, Ants, Mice, Clover Mites, Centipedes, Millipedes, Pillbugs, Earwigs, Silverfish.

*Not covered: Damage, cleanup, or removal of Dogs, Cats, Critters, Skunks, Raccoons, Possums, Squirrels, Mammals, Animals, Pets, Ticks, Rats, Fleas, Termites, Fire ants, Flying Insects, pharaoh ants, carpenter ants, fungus and wood destroying organisms.*

### **PLUMBING STOPAGES**

Covered: Toilet Stoppages, Bathtub, Sink, Shower, and Drain Stoppages, Clearing Sewer and Mainline Stoppages.

*Not Covered: Stoppages caused by foreign objects, roots, collapsed or broken lines outside foundation, access to drain or sewer lines from roof vent, costs to locate, access, or install ground level cleanout.*

### **PLUMBING SYSTEMS**

Covered: Leaks, Breaks, Toilet Tanks, Bowls, Mechanisms, Pressure Regulators, Circulating Hot Water Pump, Air Switch Assemblies, Permanently Installed Sump Pump, Valves for Shower, Bathtub, Diverter, Riser, Angle Stop and Gate Valves.

*Not Covered Fixtures, faucets, filter, shower head, shower arm, shower enclosure and base pan, caulking and grouting, septic tank, hose bibs, flow restrictions in fresh water lines, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets, fire suppression systems*

### **REKEY LOCK SERVICE**

Covered: Rekey up to 6 locks in your primary residence.

### **FANS INCLUDING CEILING, EXHAUST FANS & ATTIC**

Covered: All parts and components that effect the operation except for those listed under not covered.

*Not Covered Fixtures: Fans located outside dwelling, Belts, Filters, Shutters, Circulation or Paddle Type Fans.*

### **WATER HEATER**

Covered: Electric, gas, and tankless, gas valves, heating elements, drain valve, thermostat, thermocouple, valves, instant hot water dispensers, blower motor, heat exchanger, burners, igniter, temperature sensor, dip tubes.

*Not covered: Fuel storage tanks, holding or storage tanks, flues, vents, solar equipment, insufficient capacity, water residue, rust out.*

### **WATER SOFTENER**

Covered: Brine tank and connecting water lines

*Not Covered: Insufficient or excessive water pressure, color of water, filters, salt replacement, resin beds, rust, corrosion, purification system, maintenance.*

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## OPTIONAL COVERED ITEMS

### **AIR CONDITIONER**

Covered if Purchased. See limitations above)

### **REFRIGERATOR & ADDITIONAL REFRIGERATION**

Covered if purchased: All parts except;

**Not covered:** Knobs, dials, lights, racks, removable trays, removable buckets, racks, shelves, interior thermal shells, door glass, rollers, mini refrigerators, screens, monitors, ice makers, ice crushers, dispensers, refrigerant, beverage dispenser, food spoilage, insulation, stand-alone freezers, refrigerant recapture, reclaim, disposal.

### **CLOTHES WASHER & DRYER (covered if purchased)**

Covered: All parts and components that effect the operation except for those listed under not covered.

**Not Covered.** Soap dispensers, filter screens, knobs, dials, lint screen, vent, damage to clothing, plastic mini-tub.

### **HOT TUBS / POOLS / SPAS (covered if purchased)**

Covered: All components and parts of the heating, pumping, and filtration system.

**Not Covered:** Pool sweep motors, pool sweeps, lights, jets, liners, underground electrical, gas or plumbing lines, cleaning equipment, solar equipment, structural defects, above ground pools, concrete-encased, skimmers.

### **JETTED BATHTUBS (covered if purchased)**

Covered: Accessible electrical controls, plumbing lines, air pumps, drains, gaskets, and primary circulation pump motor.

**Not Covered:** Bathtub shell, access to piping, jets, electrical and component parts, tiles, marble, tub enclosure, caulking and grout, dry operational equipment.

### **ROOF LEAKS (covered if purchased)**

Covered: Water leaks caused by asphalt shingles and rolled roofing through normal wear and tear where a leak is entering the primary residence excluding garage.

**Not covered:** leaks or damages from preexisting conditions, leaks caused by an act of god, hail, rain, wind, repair or replacement of an entire roof, and leaks entering any space other than the primary living spaces of the home including the garage, attic, or storage space.

### **SEPTIC TANKS & SYSTEMS**

Covered: Septic tank and line from the house, sewage ejector pump, switches, baffles

**Not covered:** Drain and Tile fields, leach beds, clean out, blockages from tree roots, blockages from foreign objects, insufficient capacity.

## **LIMITATIONS OF COVERAGE:**

The maximum aggregate liability of the Warranty Contract by Western Warranty Co. for repairs or replacement under the plan are listed in the contract. The company reserves the sole and exclusive right to determine a reimbursement amount for repair or replacement of any item using the items current age, condition, depreciation value, and the companies negotiated rates with contractors and suppliers. In most cases the item will be repaired without any delay or adjustment in price. However, for older items that are at the end of their lifecycle the company has the right to determine a fair reimbursement value based on the items current depreciated value.

The maximum coverage limit for Seller Listing Coverage is \$1,500 during the listing term. The maximum coverage limit for a home buyer during the contract term is listed separately for each item.

Covered Items	Coverage Limit
<b>Appliances</b>	
Kitchen Refrigerator	\$1,000
Built in Microwave Oven	\$300
Oven / Range / Cooktop	\$1,000
Dishwasher	\$400
Garbage Disposal	\$180
Trash Compactor	\$300
Hot Water Dispenser	\$300
Coverage Limit Per Incident	\$1,000
<b>Air Conditioning &amp; Heating Covered Items</b>	
<b>Coverage Limit</b>	
Built in Electric Wall Units	\$500
Circuit Board Replacement	\$250
Compressor Hard Start Kit	\$100
Condensate Drain Line Flush or Repair	\$100
Condensate Pump Replacement	\$200
Condensing Unit Coil	\$250
Compressor	\$1,000
Evaporative Cooler	\$500
Evaporator Coil	\$500
Fan Motors	\$250
Fuses, Circuit Breakers, or Relays	\$150
Thermostats	\$150
Ductwork (AC or Heat)	\$500
<b>Heating</b>	
<b>Coverage Limit</b>	
Baseboard Convectors	\$250
Blower Motor	\$250
Circuit Board or Pressure Sensor	\$250
Draft Inducer	\$250
Flame Sensor	\$100
Gas, Electrical, Oil Furnaces	\$1,000
Gas Valve or Smart Valve	\$250
Heat Exchanger	\$250
Heating Pump	\$1,000
Hydronic Circulating Pumps	\$250
Ignitor	\$250
Radiators	\$250
Thermostat	\$150
HVAC Labor Per Service Call	\$150
HVAC Contract Coverage Limit:	\$1,500
<b>Plumbing Covered Items</b>	
<b>Coverage Limit</b>	
Leaks, Stoppages, Clogged Drains	\$300
Toilet Tanks, Bowls, & Mechanisms	\$300
Pressure Regulators	\$500
Circulating Hot Water Pump	\$500
Whirlpool Bath Motor, Pump, and Air Switch	\$500
Permanently Installed Sump Pump	\$500
Valves for Shower, Bathtub, Diverter, Riser, Angle Stop, and Gate Valves	\$500
Contract Coverage Limit	\$500
<b>Other Items</b>	
<b>Coverage Limit</b>	
Roof Leaks	\$500
Gas Fireplace	\$1,000
Garage Door Openers	\$500
Water Softener	\$600
Water Heater	\$500
Additional Refrigerator	\$500
Sump Pump / Septic Pump	\$500
Washer & Dryer	\$500
Pest Control	\$125
Ceiling Fan	\$500
Pool / Hot Tub / Spa	\$1,000
Well Pump	\$1,000
Use your own contractor labor charge	\$150

# HOME WARRANTY CONTRACT TERMS AND CONDITIONS

## LIMITS OF LIABILITY

- A) Maximum coverage per incident is limited to the amounts in this contract for repair or replacement including parts and labor.
- B) The Company reserves the right to request a copy of a home inspection report performed within 60 days of the start of coverage prior to approving any claim. All known defects found at the time of the home inspection are excluded from coverage until the Company receives proof that the item was previously repaired. If the homeowner fails to provide a home inspection report, the Company may obtain the opinion of a service technician chosen by the company to determine if the claim is the result of a pre-existing condition. It is the sole and exclusive right of the company to determine what is considered a pre-existing condition.
- C) Liability of the Company is limited to the failure of covered systems due to the normal wear and tear. Cosmetic defects or damages are not covered.
- D) Company is not liable for repairs, replacements, or reimbursements made without the Company's pre-approval, or for any item that is repaired or replaced that is not covered by terms and conditions or coverage limitations of this contract.
- E) Company reserves the right to provide cash in lieu of repair or replacement of a covered system or appliance in the amount of the company's negotiated rates with suppliers for similar repairs and replacements, less any service costs incurred by the company. The amount provided as cash in lieu is generally less than retail. The company is not responsible for work performed once contract holder accepts cash in lieu of service.
- F) Company has the sole and exclusive right to approve or deny any claim.
- G) Company is not liable for payment of additional fees, overtime charges, excessive fees, or hourly contractor rates for contractors chosen by the homeowner that are billed at rates above the national average for the service call or work completed.
- H) Company is not liable for any appliance or system that is classified by the manufacturer as commercial, has obsolete, discontinued, or unavailability of one or more of the integral parts, upgrades or parts required due to the incompatibility of the existing equipment, or contract holder's failure to perform routine maintenance as recommended by the manufacturer.
- I) Company will determine whether the covered item will be repaired or replaced. In order for an item to be replaced, Company will first determine if the failure contributes to the primary functioning of the item and whether the item can be repaired. When replacing an item Company will replace the item with similar features, capacity, and efficiency but is not responsible for matching the brand, dimensions, or color. Company reserves the right to use rebuilt parts.
- J) Company reserves the right to require a second opinion or use any contractor of the company's choice.
- K) Company is not liable for losses or damages resulting in misdiagnosis or delays in completing the diagnosis, repair, or replacement of any item.
- L) Company is not liable for consequential or secondary damage or any additional costs to comply with federal, state, or local laws, utility regulations, zoning or building codes.
- M) Company will not be responsible for any costs relating to permits, haul away fees, construction, carpentry, relocation of equipment, installation modifications, or the disposal of an old appliance or system, or the repair, replacement, or refinish defects, walls, wall coverings, pictures, cabinets, countertops, tile, or flooring.
- N) Company is not responsible for providing access to or closing access to any item which is obstructed or inaccessible including but not limited to beneath crawl spaces, below floor coverings, below or behind concrete, systems, cabinets, etc. If the repair work is required to open a wall or ceiling to complete the work, Company will close the opening in a rough finish condition subject to the financial limits under this contract provided the opening was solely to do the work and not pre-damaged prior to the technician beginning repairs.
- O) Company is not responsible for repair, replacement, or any damages caused by pre-existing conditions, mold, mildew, other bacteria, rust, corrosion, pet damage, chemicals, insect infestation, theft, vandalism, failure to clean or maintain an item that is recommended by the manufacturer, acts of god, intentional acts, storms, pest damage, electrical failure through a power surge, missing parts, structural changes, fire, floods, intentional acts, riots, war, hurricanes, tornadoes, other natural disasters, earthquakes, soil movement, soil settlement, freezing, home settlement, water damage, rules, regulations, acts of any government authority, and any other cause beyond Company control. Company reserves the sole and exclusive right to determine what is considered a pre-existing condition.
- P) Solar systems and components including holding tanks, electronic or computerized system management controllers are not covered.
- Q) Company has no liability for the removal of or failure to detect hazardous materials including but not limited to mold, asbestos, radon gas, or other products or materials.
- R) Company is not liable for the negligence or any other conduct of the Service Provider, nor do we guarantee the work of the service providers performance outside of what's included in this contract.
- S) Company is not liable for consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages. Your sole remedy under this contract is (i) to recover the costs of any fees you have paid to Company within the last contract period less an administrative fee of \$50 or 10% of the paid contract price whichever is less and less all service costs incurred by the company (or) (ii) the repair or replacement of the item, whichever is less.
- T) You agree to indemnify, defend and hold harmless Company, its parent, affiliates, shareholders, agents, licensors, suppliers and any third-party provider, together with their officers, directors, owners, partners and employees, from and against all losses, expenses, damages and costs, including attorney's fees.

**MANDATORY ARBITRATION:** This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration. Any claim, dispute or controversy, regarding any contract, tort statute, or otherwise ("Claim"), arising out of or relating to this Agreement, any service provided pursuant to this agreement, its issuance, a breach of any agreement provision, any controversy or claim arising out of the transaction giving rise to this agreement, or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA") under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879

The arbitration will take place in the same country in which the property covered by the Home Warranty Contract is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. By entering into this Agreement the parties acknowledge 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. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or the arbitrator's award: any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the proceeding sentence shall not apply to the clause entitled "Class Action Waiver." This arbitration agreement will survive the termination of this Home Warranty Contract. As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court.

**CLASS ACTION WAIVER:** Any Claim must be brought in the parties individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make any award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERTAND AND CHOOSE TO HAVE ANY CLAIS DECIDED INDIVIDAULLY, THROUGH ARBITRATION.**

## STATE DISCLAIMERS

**Colorado Residents Only:** This contract may be governed by the provisions of the "Colorado Consumer Protection Act" or the "Unfair Practices Act" Articles 1 and 2 of Title 6, C.R.S and the homeowner may have a civil action under such laws, including obtaining the recourse or penalties specified in such laws. The losing party in any legal dispute involving this contract shall pay the prevailing party's court costs and attorney fees.

**Kansas Residents Only:** Any disclaimers or exclusions of the warranties of merchantability or warranties of fitness for a particular purpose may be void under

# HOME WARRANTY CONTRACT TERMS AND CONDITIONS

Kansas law. Notwithstanding any such disclaimers or exclusions, other remedies may be available to the consumer under Kansas Law.

**Missouri Residents Only:** Obligations of the provider under this service contract are backed only by the full faith and credit of the provider (issuer) (company) and are not guaranteed under a reimbursement insurance policy. This agreement does not cover any pre-existing defects. In order to qualify for coverage, potentially covered items must be fully operational and in satisfactory working condition upon occupancy of the home. **Cancellation and Refunds:** You may cancel this Agreement by informing us of your cancellation request within 30 days of the purchase of the agreement and you will receive a 100% refund of the full agreement fee of your agreement, provided no claims have been paid. If your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, you will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee. **Use of Non-Original Manufacturer Parts:** We will approve the use of non-original manufacturer parts in providing the services we are required to perform under this Agreement.

**Montana Residents Only:** If this contract is returned for cancellation within 30 days of the time this contract is mailed or within 20 days of delivery to the contract holder and no claim has been made, this contract is deemed void and the contract holder shall be entitled to a refund of the full purchase price. The right to void this contract is not transferable and shall apply only to the original contract purchaser and only if no claim has been made prior to its return to company. If a claim has been made or if this contract is cancelled at any other time, the contract holder shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less a \$50 administrative fee and all services costs incurred by the company. If company cancels this contract, company shall use the last known address on record to send by first class mail a written notice of the contract holder at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, the contract holder shall be entitled to a pro rata refund and will not be charged a cancellation fee. Any refund due to the contract holder shall be paid or credited within 30 days after this contract is returned to company. A 10% penalty of the purchase price shall be added per month to any refund not paid or credited every 30 days thereafter.

**New Mexico Residents Only:** You may cancel this Agreement by informing us of your cancellation request within 30 days of the purchase of the agreement and you will receive a 100% refund of the full agreement fee of your agreement, provided no claims have been paid. If your cancellation request is made more than 30 days from the date of purchase, or if a claim has been paid within the first 30 days, you will receive a pro-rata refund of the Contract Fee, minus any paid claims and less an administrative fee not to exceed 10% of the Contract Fee.

If you request cancellation of this agreement within thirty (30) days of the purchase date of the agreement and the refund is not paid or credited within sixty (60) days after return of the agreement to us, a ten percent (10%) penalty will be added to the refund for every thirty (30) days the refund is not paid. This provision applies only to the original purchaser of the agreement. If we cancel this agreement, we must provide you with a written notice at least 15 days prior to cancellation at your last known address, with the effective date of the cancellation and the reason for cancellation. Prior notice is not required if the reason for cancellation is nonpayment of the Contract Fee or a material misrepresentation or substantial breach of duties by you relating to the covered property or its use.

**Ohio Residents Only:** This contract is non-cancellable by purchaser or person entitled to benefits under the contract.

**Tennessee Residents Only:**  
If this contract is cancelled, the Contract holder shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

## CONTACT CUSTOMER SERVICE:

TOLL FREE: 800-653-5714  
[Service@WesternWarranty.com](mailto:Service@WesternWarranty.com)  
[www.WesternWarranty.com](http://www.WesternWarranty.com)

## POSTAL MAIL:

WESTERN WARRANTY CO.  
155 E BOARDWALK DRIVE #445  
FORT COLLINS, CO 80525