



# ABC Home-SAFE Warranty

Includes Gas-SAFE Warranty where applicable

## TERMS & CONDITIONS (Owner Occupied)

Should you need service, please read your coverage carefully and then place your claim by calling (614) 224-6709.

It is helpful to have your contract number, make and/or model of covered item, and complete street address available.

### IMPORTANT

This contract covers only the items mentioned as covered and excludes all others. The utilities must be turned on and running to all covered appliances at the start of coverage. For appliances and fixtures to be covered by this Agreement, they must be assembled and installed according to manufacturers' specifications, connected to all activated utilities, and in proper, safe working order (functioning as intended and expected for its age, and within the safety standards as established by the system manufacturer) at the start of coverage. ABC Home Services (Company) may rely upon documentation in the form of, but not limited to, home inspection reports and service records, to confirm the condition of the item at the start of coverage. Items must be located within the perimeter of the main foundation of the home or garage (except Air Conditioning, Gas Lamps, Gas Grills, Gas Piping, Pool/Spa Heater or other appliances or systems for which Buyer's Optional Coverage is purchased). This contract provides coverage for systems and appliances which malfunction due to rust or corrosion, or chemical or sedimentary build-up. Coverage is only provided for malfunctions which occur and are reported to the Company during the term of this contract. You must call us for service prior to the expiration of this contract. The Company will not reimburse you for services performed without approval and reserves the right to choose contractors. Coverage is strictly limited by this warranty contract and does not include any additional representations made by the real estate agents, service providers, or any other professionals.

The Company may charge the property owner a reasonable dispatch fee in the event that the Company dispatches repair personnel to the property at the request of the property owner or its agents under this Plan and the Company determines that no problem redressable under this Plan exists. Claims based on pre-existing conditions known by the claimant will be considered by the Company to be fraudulent.

### TIMING OF COVERAGE

Coverage starts 30 days after receipt of application by Company and continues for one year from the effective date. Payment must be received by Company within 30 days of receipt of application. Offer for future coverage is at the sole option of the Company. In that event, contract holder will be notified of the prevailing rate and terms of renewal, which may differ from the current rate and terms.

### CONTRACT COVERAGE

The following items are covered by this contract when payment is received by the effective date. Only those items that are specifically listed are covered by the contract; such items may otherwise be limited. Throughout this contract are references to items "not covered", which may serve merely as examples to assist your understanding of the contract and are in no way intended to be all inclusive or otherwise limit such non-covered items.

## PLUMBING SYSTEM

### PLUMBING

Leaks and breaks of water (interior after water meter), drain, gas (including underground), vent or sewer lines.

Valves: shower, tub, diverter, angle stop and gate valves.

Toilets, except tank & bowl (replaced with like quality up to \$300.00 per occurrence).

Circulating hot water pump.

Permanently installed sump pumps within perimeter of main foundation or garage (ground water only, battery backups excluded).

Whirlpool bath motor and pump assemblies.

Pressure regulators.

Faucets (replaced with chrome builders standard)

Shower head and shower arm

Hose bibbs

Not Covered: Fixtures (bathtubs, sinks, toilet tank & bowl, etc.), filters, shower enclosure and base pan, caulking and grouting, septic tank/system, flow restrictions in fresh water lines caused by chemical deposits or other blockages,

inadequate or excessive water pressure, corrosion, rust, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets, fire suppression systems, gutters and downspouts.

NOTE: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

### PLUMBING STOPPAGES

Clearing of stoppages in vent and sewer lines to 125 feet of point of access where accessible ground level cleanout is existing, except: stoppages caused by roots, collapsed or broken lines outside the main foundation, access to drain or sewer lines from vent, removal of water closet and costs to locate, access or install a ground level cleanout.

### WATER HEATER (Includes tankless water heaters)

Gas or electric

Gas valve, tank leaks, drain valve, control thermostat and thermocouple, heating elements, temperature and pressure relief valve.

Not Covered: Holding or storage tanks, solar equipment, fuel storage tanks.

It is also important to review Limits of Liability.

## ELECTRICAL & APPLIANCES (EXCLUDING HVAC)

### ELECTRICAL

Wiring, plugs, panels and subpanels, junction boxes, conduit, switches and fuses, circuit breakers (including ground fault, does not include resets), telephone wiring.

Not Covered: Door bells, intercom, fixtures, ceiling fans, alarms, inadequate wiring capacity, sensor, relay, low voltage, timed circuits, grounding ungrounded outlets, phone jacks, wiring which is the property of the Phone Company, power surges or accidental damage from handling.

NOTE: Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

### KITCHEN APPLIANCES

Only those appliances permanently located or installed in the kitchen are covered. This policy does not cover duplicate appliances located in other parts of the house.

Oven/Range/Cooktop: All parts and components, except: knobs, dials, racks, door glass, lights, handles, magnetic induction units, meat probe assemblies, range vents.

Dishwasher: All parts and components, except: racks, rollers and baskets.

Garbage Disposal: All parts and components except resets.

Microwave Oven (Built-in only): All parts and components, except: knobs, racks, rotisserie, removable trays, lights, handles, and meat probe assemblies.

Trash Compactor: All parts and components, except: lock/key assemblies and knobs.

Instant Hot Water Dispenser: All parts and components.

### KITCHEN REFRIGERATOR

All parts and components, except; insulation, racks, shelves, handles, lights, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage, refrigerator freezers which require an additional compressor to function. This policy does not cover stand alone freezers which require an additional compressor to function.

### GARAGE DOOR OPENERS

Track assembly, capacitor, motor, switches, receiver unit, push arm, carriage, hinges, springs, remote transmitters

Not Covered: Doors, adjustments, units not meeting current safety standards.

### CENTRAL VACUUM SYSTEM

All parts and components, except; hoses and accessories which are removable.

NOTE: The Company is not responsible for gaining access or closing access

to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

#### ATTIC AND EXHAUST FANS

All parts and components.

NOTE: The Company is not responsible for any alterations, gaining access or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

#### CLOTHES WASHER AND DRYER

All parts and components, except; plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting, damage to clothing, all-in-one washer and dryer units.

#### NATURAL GAS GRILL

All parts and components, except; grates, knobs, handles, briquettes, lights, cosmetic repairs such as rust.

NOTE: Coverage is not valid for repairs to non-natural gas (e.g. propane) grills.

#### NATURAL GAS LAMPS

All parts and components, except: cleaning, mantle replacement, parts that may be unavailable or of historical significance.

NOTE: If repairs to a yard lamp necessitate excavation, site restoration will be limited to backfill into the trench, left mounded subject to limitations from current weather and soil conditions. We will not remove or replace landscape plants or any hardscaping (e.g. decks, patios, sidewalks).

#### NATURAL GAS FIREPLACE COMPONENTS

Loglighter, gas logs, controls and switches, approved heater inserts.

Not Covered: Adjustments, screens, dampers, heater inserts that do not meet local code requirements.

NOTE: We will not make any alterations to or restorations of hearths, fireplaces and chimneys required to access items for repair.

#### NATURAL GAS POOL/SPA HEATER

Includes pool/spa heater

Not Covered: Heat pumps, inaccessible components.

**It is also important to review Limits of Liability.**

### HEATING & AIR CONDITIONING

#### HEATING

Coverage is limited to two units unless the over 5,000 sq. ft. coverage option is purchased

Gas, electrical, oil furnaces

Motors, gas valve, printed circuit boards, heat pump, heat exchangers, burners, thermostats and thermostat sub-base, hydronic circulating pumps, radiators, heating elements, vent blower assembly, switches, wiring and relays, baseboard convectors, vents

Not Covered: Auxiliary space heaters, cleaning or replacing filters (including electronic air cleaners), registers, cleaning, balancing of system, condensate line cleaning, fuel storage tanks, heat lamps, humidifiers, baseboard casings and grills, chimneys, outside or underground components and piping for geo-thermal and/or water source heat pumps, well pumps and well pump components for geo-thermal and/or water source heat pumps, cable heat (in ceiling) and wood stoves even if main source of heat to home, installation of flue liners to meet local codes resulting from furnace replacements, inadequate capacity or undersized systems. NOTE: Coverage for diagnosis, access, repair or replacement of heating systems utilizing steam, heated water, or glycol is limited under this contract to a maximum of \$1,500 in the aggregate.

Coverage for diagnosis, access, repair or replacement of items located in or below a concrete slab, and items encased in or covered by concrete is limited under this contract to a maximum of \$500 in the aggregate.

#### DUCTWORK

Ductwork from heating unit to the connection at register or grill.

Not Covered: Grills and registers, insulation, dampers, ductwork where asbestos is present, installation of new runs to compensate for existing deficiencies, cleaning.

#### CENTRAL AIR CONDITIONING (DUCTED)

Coverage is limited to two units unless the over 5,000 sq. ft. coverage option is purchased

Refrigeration system (includes heat pump), condensing unit, thermostats, compressor, motors, freon lines, coils, liquid and suction line dryers, fuses,

breakers, disconnect boxes and wiring, valves (including thermostatic expansion valves), air handling unit, evaporative cooler, pump, casing, motor, belts and pulleys, float-assembly, built-in electric wall units.

Not Covered: Condenser casings, registers, grills, filters (including electronic air cleaner), window units, underground or outside piping and components for geo-thermal and/or water source heat pumps, humidifiers, cooler pads, roof jacks or stands, condensate line cleaning, balancing of system, cleaning, systems exceeding five tons capacity, refrigerant in excess of two pounds, inadequate capacity or undersized systems.

NOTE: The Company will not repair/replace any coil if it can be determined that the unit has been recharged within the last 12 months without actual repair. If the Company determines that the air conditioning unit must be replaced, the Company will replace the unit with a unit that meets current federal, state and/or local government efficiency standards and replace any covered component, as well as the plenum, indoor electrical, air handling transition, and duct connections necessary to maintain compatibility with the replacement unit, including the installation of thermostatic valves.

The Company will pay costs related to the disposal of Freon (if Freon disposal is required) and the removal of an appliance, system, or component when the Company is replacing a covered appliance, system, or component.

#### EXCLUDED SYSTEMS

Solar systems and components including holding tanks are not covered.

Electronic, computerized, pneumatic and manual system management and zone controllers are not covered.

**It is also important to review Limits of Liability.**

### LIMITS OF LIABILITY

#### Normal Wear and Tear Limitations

- The Company's liability is limited to failure of systems due to normal wear and tear.
- The Company will cover an existing defect or mechanical failure provided the defect or mechanical failure could not have been detected by visual inspection or simple mechanical test at the inception of the contract. A visual inspection of the covered item verifies that it appears structurally intact and without damage or missing parts that would indicate inoperability. A simple mechanical test of turning the unit off or on verifies that the item operates without irregular sounds, smoke or other abnormal outcomes.
- The Company will not cover existing defects which were known to the Owner at the time of purchase.
- The Company will not perform routine maintenance. For coverage, the contract holder is responsible for cleaning and routine maintenance as specified by the manufacturer of the equipment.
- The Company is not responsible for repairs arising from manufacturer's recall of covered items, manufacturer's defects or for items covered under an existing manufacturer's, distributor's or in-home warranty.
- The Company is not responsible for repair or replacement of any system or appliance or component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall, or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.
- The Company will determine whether a covered system or appliance will be repaired or replaced. When replacing any appliance, the Company will not consider any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios in the kitchen refrigerator. The Company will replace with equipment of similar features, efficiency, and capacity but is not responsible for matching brand, dimensions, or color. The Company reserves the right to have a component or part rebuilt or to replace with a rebuilt component or part. If no component or part is available and no essential function of the appliance is affected, the Company will not replace the appliance. Instead, the Company reserves the right to determine the value of the malfunctioning part and contribute the cash value toward the replacement.
- The Company will not be responsible for alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning (Ducted) section of this contract.
- Repairs or replacements required as a result of missing parts, undersized equipment, lack of capacity, or misuse are not covered by this contract.
- The Company is not liable for incidental, consequential or secondary damage.
- Cosmetic defects are not covered.

### Specific Situation/Causation Limitations

- The Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile or flooring.
- The Company will not effect service involving hazardous or toxic materials including asbestos, lead, or any other contaminants. The Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event or cause that contributed in any sequence to damage or injury. "Pathogenic organisms" means any bacteria, yeasts, mildew, virus, fungi, mold, or their spores, mycotoxins or other metabolic products.
- Repairs or replacements required as a result of fire, flood, smoke, earthquake, storms, mud, lightning, freezing, war, riots, vandalism, accidents, animals, pests, odors, attempted or improper previous repairs, or acts of God are not covered by this contract.
- The Company is not responsible for providing cranes if needed to remove or install any equipment.
- The Company will pay up to \$500 in the aggregate any costs relating to haul away fees or relocation of equipment.

### Use and Configuration Limitations

- This contract covers only single family residential-use homes under 5,000 square feet available total finished living space (ATFLS) unless amended by the Company. Homes with 5,000 square feet ATFLS or greater, multiple units, mother-in-law units, guest houses, and other structures may be covered if the appropriate fee is paid.
- This coverage is for owner-occupied residential property, not for commercial property or residences being used as businesses, including but not limited to, nursing/care homes, fraternity/sorority houses or day care centers. Policy renewals are limited to owner-occupied properties.
- Common areas and facilities of mobile home parks and condominiums are not covered.
- If dwelling is 5 units or more, common systems and appliances not located within the confines of each individual unit are excluded unless otherwise specified.

### Building Permits/Building Code Limitations

- Where local building permits are required prior to commencing replacement of appliances, systems, or components, the Company will pay up to \$250 in the aggregate under this contract for such local building permits. The Company will not be responsible for replacement service when permits cannot be obtained.
- The Company will pay up to \$500 in the aggregate any costs relating to inspections, additions or alterations to comply with federal, state or local laws, utility regulations, zoning or building codes that result from a covered repair or replacement. If there is only a code violation and no related covered repair or replacement, Company will not pay simply to remove the violation.

### Second Opinions

The Company reserves the right to require a second opinion at no additional charge to the customer.

### SHARED SYSTEMS AND APPLIANCES

If this contract is for a dwelling consisting of more than one living unit, then all units within the dwelling must be covered by one contract for coverage to apply to shared systems and appliances.

If this contract is for a multi-unit dwelling other than those specified above, then only items contained within the confines of each individual unit are covered. Except as otherwise provided above, shared systems and appliances are not covered.

### CUSTOMER SERVICE

Telephone service is available at all times. Call us to describe the problem. When your coverage is confirmed, the Company will dispatch your call to a qualified contractor. The contractor will call you to schedule a mutually convenient appointment time. Additional efforts are made in emergency situations. If you should request the Company to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime charges, if such service is available. Under no circumstances will appliance failure qualify as an emergency situation.

### WARRANT OF WORK

The Company warrants work performed under this agreement for 30 days. Homeowner and Company may agree on payment of cash in lieu of repair or replacement. Payment will be made based on Company's negotiated rates with its suppliers, which may be less than retail, minus any diagnostic fees previously incurred by Company.

Sometimes there are problems and delays in securing parts or equipment. When the items are secured, they will be installed promptly.

At times it is necessary to open walls, ceilings or floors to make repairs. We will not be responsible for the opening or replacement of these surfaces.

### ARBITRATION AGREEMENT

All controversies or claims between the parties hereto in any way, directly or indirectly, arising out of, connected with or relating to the interpretation of this Agreement, the scope of the warranty or services to be provided by the Company or as to any other matter involving the contemplated transaction, including, but not limited to, (a) any promises, representations or negotiations concerning either the performance of the Company duties hereunder, (b) any act or omission of the Company in the performance of its responsibilities hereunder, and/or (c) the documents relating thereto, shall be determined by arbitration in accordance with the applicable rules of the American Arbitration Association, except for the procedure for selection of the arbitrator. The parties shall mutually appoint an arbitrator who is knowledgeable and familiar with the home warranty industry. The arbitration decision shall be binding on all parties and judgment upon the award rendered may be entered in any court having jurisdiction. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

### TRANSFER OF CONTRACT

If your covered property is sold during the term of this contract, you must notify the Company of the change in ownership and must submit the name of the new owner by phoning 1-800-274-6709 in order to transfer coverage to the new owner.

A home service contract is non-cancellable during the initial term for which it was issued, except for any of the following reasons: (i) Nonpayment of contract fees; (ii) The subscriber's fraud or misrepresentations of facts material to the issuance of the contract; (iii) The contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur. If this contract is cancelled the provider of funds shall be entitled to a pro rata refund of the paid contract fee for the unexpired term, less all service costs incurred by the Company.

Ohio residents only — Mandatory Endorsement:

This contract is non-cancellable by purchaser or person entitled to benefits under the contract.

### ENTIRE AGREEMENT

This written agreement represents the entire understanding of the parties, and both parties agree that they have not been induced to enter into the agreement in reliance upon, or as a result of, any statements, representations, promises, or inducements given or made by the other party. No amendment, change, or variance from this agreement shall be binding unless mutually agreed to by the parties and executed in writing.



