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WARRANTY PROGRAM





PO Box 4270 Casper, WY 82604 Claim Support (800) 261-1025 Customer Service (307) 995-3530 Fax (307) 995-3545

YOUR HOME PROTECTION PLAN



1 WARRANTY HOME PROTECTION BENEFITS WHEN SELLING YOUR HOME

- Sell your home sooner for more money and fewer worries
- Protects you before, during and after the sale of your home
- Affordable, flexible plans
- Makes your home more attractive to buyers
- Helps sell your home up to 50% faster than unwarranted homes
- Discourages downward price negotiation
- Helps reduce your liability in post-sale issues/disputes



1 WARRANTY HOME PROTECTION BENEFITS WHEN BUYING A HOME

- We protect your house while you are making a home
- Protects you against mechanical failures of covered components for a full 13 months
- Provides coverage generally not offered by a homeowner's insurance policy
- Gives you access to a network of qualified contractors - 24 hours a day, 365 days a year
- Increases your confidence in your home purchase
- Three years of coverage is available for newly constructed homes
- Optional coverages available for additional protection

WHAT IS 1 WARRANTY HOME PROTECTION?

A home warranty plan is a 13 month service contract that covers the repair or replacement of many major home system components and appliances. In the event of mechanical failure of covered items during the term of your contract, you'll be protected. All you pay is a standard co-pay, and any work you need will be done by skilled, competent and reliable service personnel from our network of providers. In short: a home warranty plan = peace of mind.

"We have been happy with you guys. This is our second time to call and you have got right on it. We had a warranty company that we used in our old house in California and we were not satisfied. Every time I have called in we have had great service from you and the businesses coming out. We will definitely renew in December."



WHAT'S COVERED?



Heating System



Water Heaters



Plumbing Systems



-Carol

Air Conditioning



Oven/ Range



Refrigerator



Electrical System



Washer & Dryer



Dishwasher



Built-In Microwave

QUESTIONS? NEED HELP?

We're here
to help
you make
the right
decision for
your future!



CALL US! 1-800-261-1025

WARRANTY

Savings

You could spend up to 4% of your home's value every year on **maintenance and repairs.** A One Home Warranty may help cut some of these expenses substantially.

WITHOUT 1 WARRANTY HOME PROTECTION,

| COSTS CAN ADD UP. | REPAIR | | REPLACE | |
|--------------------------|--------|---------|---------|---------|
| Item | Low | High | Low | High |
| Central Air Conditioning | \$70 | \$1,000 | \$1,525 | \$6,500 |
| Heating System | \$70 | \$1,300 | \$1,500 | \$4,500 |
| Pool/Spa Heater | \$110 | \$1,400 | \$1,500 | \$5,000 |
| Electrical | \$85 | \$800 | \$650 | \$2,000 |
| Refrigerator | \$70 | \$545 | \$550 | \$1,500 |
| Plumbing | \$75 | \$650 | \$200 | \$2,000 |
| Water Heater | \$125 | \$300 | \$500 | \$1,500 |
| Range/Oven | \$110 | \$250 | \$300 | \$2,500 |
| Dishwasher | \$110 | \$250 | \$300 | \$900 |
| Washer/Dryer | \$110 | \$250 | \$300 | \$750 |

Pricing may vary in your geographical area.

OUR MISSION At **1Warranty**, our mission is to give our clients the security and confidence that comes with premium home warranty protection.

TYPES OF WARRANTIES/EFFECTIVE DATES

Your Agreement type, effective date and expiration date are listed on your Agreement Coverage Summary. Types of warranties are as follows:

A Seller Home Warranty, which is placed on the home by a prospective home seller at or near the time of listing, is effective immediately upon receipt and processing of the Seller Home Warranty application by us and continues for the remaining term of the listing agreement up to 180 days from the coverage period start date, unless sooner terminated by the sale of the covered property (see Buyer Conversion Warranty below) or cancellation of the listing agreement. Claim services made during the listing period not covered by 1 Home Warranty, and agreed to by customer, are due and payable at time of service by Seller. The Seller Home Warranty may be extended by us at our sole discretion. The Seller Home Warranty converts to a Buyer Conversion Warranty (see below) on the date of closing (title transfer), provided required payment has been received by us within seven (7) business days of closing by either the Buyer or Seller. If the Seller does not pay for the policy prior to Closing and the Listing Agreement expires on its term or is terminated by either party, the Seller may be liable for the cost of the Seller Home Warranty. Limitations: 1Warranty will pay no more than \$1500 in the aggregate during the listing period.

A Buyer Conversion Warranty, which is a Seller Home Warranty that has converted to benefit a home buyer after closing, is effective on the date of closing, provided required payment has been received by us within seven (7) business days of closing. This warranty is good for 13 months from the Closing.

A Buyer Direct Warranty, which is purchased by or on behalf of a home buyer at the time of closing, is effective on the date of closing, provided required payment has been received by us within seven (7) business days of closing, unless otherwise agreed to by us in writing. This warranty is good for 13 months from the Closing.

An Existing Home Warranty is for a home currently not for sale. A pre-inspection is required and arranged through a preferred vendor of 1 Home Warranty, Inc. Coverage begins when the full inspection and application has been completed and accepted by 1 Home Warranty, with any remaining payment(s) made in full. If an inspection has been conducted on subject property in the last six months by a licensed inspector, it may be submitted for consideration. Pre-inspection may not be available in some areas. In these cases, coverage may not be extended.

A New Home Warranty, which is purchased by or on behalf of a home buyer at the time of closing of a newly constructed single family home, is effective on the date of closing, provided required payment has been received by us within seven (7) business days of closing, unless otherwise agreed to by us in writing. Coverage becomes effective on the 366th day from the date of closing, and continues for three (3) years from that date.

PROPERTIES ELIGIBLE FOR COVERAGE

This Agreement covers a single family residence, including a condominium, townhouse or villa 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, a group home (5 or more unrelated individuals cohabiting in same household) or fraternity-type house, "bed and breakfast", church or school will not be covered. Notwithstanding the exclusion of "group homes", this Agreement provides coverage under a special exception for special purpose group homes devoted to housing persons with mental and physical disabilities, as those terms are defined by the Americans with Disabilities Act at Title 42 of the United States Code Section 12102(2)(A). Homes listed in any historical register are not covered, which will include any homes registered on the National Register of Historic Places. Whether or not this Agreement covers a condominium unit, mobile home, manufactured home, or multi-family property, 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 shared by non-warranted units shall be covered by this Agreement.

Multi-family properties are eligible for coverage under the Seller Home Warranty; however, coverage is restricted to the owner occupied unit only. Tenant occupied units are not eligible for coverage under the Seller Home Warranty.

If coverage is provided on tenant occupied units under the Buyer Conversion Warranty, Buyer Direct Warranty or New Home Warranty, you, the owner, (not the tenant) are responsible to report the claim and pay the deductible charge. Multi-family property is not eligible for the New Home Warranty.

Mobile homes constructed within ten (10) years of the effective date of the Agreement are eligible for coverage, provided they are permanently secured to the ground and that the land they are located on is owned by you. Mobile/manufactured homes that are located in a division operated similar to a condominium, where maintenance is provided, are also eliqible for coverage.

DEFINITION OF ITEMS

This Agreement provides coverage only for those items specifically listed as being covered on your Agreement Coverage Summary. Please refer to your Agreement Coverage Summary. An additional fee may be required for certain coverages. Coverage of some items is not available under all plans or in every state.

This Agreement defines precisely what mechanical systems and appliances, and which of their parts and components, are covered; only those items specifically so described are covered, subject to the limitations and conditions herein. The items listed in this section as "Examples of Items/Conditions Not Covered" are not meant to be all-inclusive and are provided for illustration. They do not limit our right to decline coverage for items not on the lists and should not in any way be deemed an expansion of items specified as Covered

Kitchen/Laundry Appliances

Description of Covered Items: Mechanical parts and components affecting the proper operation of one (1) each of the following appliances located in the primary kitchen: built-in dishwasher; garbage disposal; built-inmicrowave oven; range/oven/cook-top; self-contained range exhaust unit located above the range; and built-in trash compactor. Kitchen appliance coverage is only for primary units. Additional appliance coverage available for purchase. Covered mechanical parts and components include only the following: automatic soap dispenser; belts; compressor; condensers; control timers (oven/range clock-timers are excluded unless failure prohibits normal cooking function); defrost heaters; electronic components; evaporators; fan motors; gas valves; hinges; hoses; ignitor and pilot assemblies; internal wiring; latch assemblies (excluding self cleaning latch mechanisms); motors; power cords; pulleys; pumps; ram assembly; range/cook-top/heating elements/burners (sensi-temp elements/burners will be replaced only with standard elements/burners); solid state control boards; switches and relays; thermostats; touch pads; tracks; transmissions; wash arm assemblies (dishwasher only); and water valves (dishwasher only). In no event shall we be liable for claims in excess of \$1,000 in the aggregate per appliance per Agreement term for: top or down-draft cook tops, convection ovens; combination convection/microwave or convection/standard ovens; double wall ovens. **Premium Coverage**: Dishwasher racks: baskets; rollers and door seals. Microwave: interior linings; rotisseries; clocks; door seals; lighting and handles. Range/Oven/Cook-top: racks; rotisseries; clocks (unless they affect the cooking function of the oven); door seals; lighting; handles and knobs. Trash Compactor: removable buckets and door seals.

Examples of Items/Conditions Not Covered: Racks; baskets; rollers; door seals; portable dishwashers. Problems and/or jams caused by bones and foreign objects other than food. Automatic deodorizers; removable buckets; commercial units; doors; door cables; door glass; door seals; drawers; handles and knobs; lock and key assemblies; shelves and handles; light bulbs and fixtures; drip pans; drums; exhaust fan not solely for venting

range/cook-top fumes; independent telescoping range exhaust; filters and screens; rooftop exhaust units; rotisseries and probes; secondary units; sensi-temp/sensi-heat burners; shelves; springs; structural components; timers and clocks; self-cleaning mechanisms including door latches; trays; tubs; venting. Portable range/oven/cooktop, trash compactor or microwave.

Refrigerator/Washer & Dryer Premium Coverage: Mechanical parts and component affecting the proper operating condition of one (1) of each of the following appliances are also covered: Refrigerator (with ice maker) or combination refrigerator/freezer; clothes washer and clothes dryer. Covered mechanical parts and component include only the following: integral freezer unit; automatic soap dispenser, belts; compressor, condensers, control timers defrost heaters; electronic components; evaporators; fan motors; gas valves; clothes dryer heating elements and clothes dryer drum rollers; hinges; hoses; ignitor and pilot assemblies; internal wiring; water valves (washer only) and latch assemblies.

Examples of Items/Conditions Not Covered: Racks; shelves; ice crushers; ice maker; water line and valve to ice maker, beverage and ice dispenser, stand alone refrigerator, freezer or ice maker (unless additional coverage purchased) and their respective components including water supply lines; interior lining; internal shelves; interior thermal shells; knobs and handles; light bulbs and fixtures; lock and key assemblies' food spoilage; door seals; mini-fridges, wine coolers; panels and/or cabinetry, racks; soap dispensers; lint and filter screens; removable minitubs; rollers other than clothes dryer drum rollers; venting; washing machine agitators and damage to clothing; conditions of water flow restriction due to scale, rust, minerals and other deposits; audio/visual components; units moved out of the kitchen and internet connection equipment. Limitations: 1Warranty will pay no more than \$1000 in the aggregate per agreement term per appliance.

Commercial and Professional Grade Appliances Premium Coverage: 1Warranty is not liable for the repair or replacement of commercial grade equipment, systems or appliances. 1Warranty shall pay no more than \$1,500 (\$2,500 when 1Plus option is purchased) in the aggregate during the contract period for professional series or similar appliances including, but not limited to, brand names such as Sub Zero, Viking, Bosch, Jenn-Air, GE Monogram, Thermador, etc. subject to all other provisions, limitations and exclusions in this contract.

<u>Stand Alone Appliances</u> (Optional Additional Coverage) This coverage is available for each additional stand alone refrigerator, freezer or ice maker.

Description of Covered Items: All components and parts; including integral freezer unit.

Examples of Items/Conditions Not Covered: Racks; shelves; ice crushers; water and ice dispensers and their respective equipment; water lines and valve to ice maker; mini-fridges; wine coolers; interior thermal shells; freezers which are not an integral part of the refrigerator; food spoilage; door seals; lighting and handles; units moved out of the kitchen; audio/visual components and internet connection equipment. Limitations: 1Warranty will pay no more than \$1,000 in the aggregate during the contract period for repair or replacement.

Primary Central Air Conditioning/Cooling System (Additional fee is required for Seller's Coverage).

Description of Covered Items: Mechanical parts and components of a centrally ducted air conditioning system, ducted electric wall air conditioning, heat pump system (geothermal or water source), or evaporative (swamp) cooler unit, as follows: accessible ductwork from the air conditioning unit to the point of attachment at registers/grills; air handler; blower fan motors; capacitors; compressors; condensers; condenser fan motors; condenser coils; evaporator coils; fan blades; freon gas lines interior to the unit; internal system controls; internal wiring; motors (excludes dampers); refrigerant (excludes reclamation); refrigerant filter dryer; refrigerant piping (excluding interconnecting line sets and geothermal piping); relays; reversing valves; switches and controls; and thermostats (electronic set back units will be replaced only with standard units). We cover one (1) system (unless additional

coverage is purchased) with maximum of five (5) ton capacity, and designed for residential application. For units below 13 SEER, and/or R-22 equipment and when 1 warranty is unable to facilitate repair/replacement of failed covered equipment at the current SEER rating, or with R-22 equipment, repair/replacement will be performed with 13-SEER-410A equipment and/or 7.7 HSPF or higher compliant. **Premium Coverage**: Filters, costs related to Freon recapture and window units.

Examples of items/Conditions Not Covered: Gas air-conditioning systems; condenser casings; registers and grills; filters; electronic air cleaners; window units; non-ducted wall units; water towers; humidifiers; improperly sized units; chillers and chiller components; all exterior condensing cooling and pump pads; roof mounts; jacks; stands or supports; condensate pumps; commercial grade equipment; outside or underground piping and components for geothermal and/or water source heat pumps; cost for crane rentals; electronic, computerized and manual systems management and zone controllers; air conditioning with mismatched condensing unit and evaporative coil per manufacturer specifications; improper use of metering devices (i.e. thermal expansion valves). 1Warranty is not responsible for the costs associated with matching dimensions, brand or color made (except as noted above or when optional coverage is purchased with this contract). 1Warranty will not pay for any modifications, upgrades or additional work needed to evacuate/clean a system of R-22 necessitated by the repair of existing equipment or the installation of new equipment. 1Warranty will pay no more than \$1500 for diagnosis, repair or replacement during the aggregate per agreement term, per appliance. NOTE: 1Warranty will pay up to \$10 per pound for the cost of refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

Ductwork (Additional fee is required for Seller's coverage)

Description of Covered Items: Duct from heating unit to point of attachment at registers or grills.

Examples of Items/Conditions Not Covered: Registers and grills; insulation; asbestos-insulated ductwork; flues, vents and breaching; ductwork exposed to outside elements; separation due to settlement and/or lack of support; damper motors; electronic, computerized and manual systems management and zone controllers; diagnostic testing of, or locating leaks to, ductwork including, but not limited to, as required by any federal, state or local law; ordinance or regulation; or when required due to the installation or replacement of system equipment. Limitations: When covered repairs require access to ductwork, 1warranty will only provide diagnosis, repair, sealing or replacement to ductwork through unobstructed walls; ceilings or floors (obstructions include, but are not limited to, floor coverings, appliances, systems and cabinets). If the ductwork is accessible only through concrete encased floor, wall, or ceiling; 1warranty will pay no more than \$1,000 for diagnosis, repair or replacement of such ductwork, but will not cover any costs as a result of or determined by diagnostic testing.

Primary Central Heating System (Additional fee is required for Seller's Coverage).

Description of Covered Items: Mechanical parts and components and parts necessary for the operation of one (1) system (unless additional coverage purchased), either hot water and steam heating system or centrally ducted forced air/gas/electric/oil heating system or 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; blower fan motors; burners; controls; fan blades; heat/cool thermostats (electronic set back units will be replaced only with standard units); heat exchangers; heat pumps; heating elements; ignite 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. For geothermal/water source heat pumps; all components and parts that are within the foundation of the home or attached garage. During the period of Home Owner's coverage, 1Warranty will pay no more than \$1500 per covered item in the aggregate for diagnosis, access, and repair or replacement of any hot water or steam circulating heating systems or glycol system, or geothermal/water source heat pump.

Examples of Items/Conditions Not Covered: Chimneys, flues, and liners; cleaning and re-lighting of pilots, concrete encased or inaccessible ductwork, concrete encased or inaccessible water/steam or radiant heating coils or lines to or from system built into walls; floors or ceilings; conditions of water flow restriction due to scale, rust, minerals and other deposits. Baseboard casings; oil storage tanks; portable units; solar heating systems and components; and key valves; filters (including electronic/electrostatic and de-ionizing filter systems); electronic air cleaners: registers; grills; clocks; timers; heat lamps; fuel storage tanks; vents; humidifiers; commercial grade equipment; gas heat pump systems; gas feed lines; outside or underground piping and components for geothermal and/or water source heat pumps; electronic, computerized and manual systems management and zone controllers; systems with mismatched condensing unit and evaporative coil per manufacturer specifications improper use of metering devices (i.e. thermal expansion valves) 1Warranty is not responsible for the costs associated with matching dimensions, brand or color made, except as noted above or when the optional 13SEER/R-410A modifications coverage is purchased with this contract. 1Warranty will not pay for any modifications or upgrades necessitated by the repair of existing equipment for the installation of new equipment; condensate pumps; after market inducer fan motors; pellet stoves; cable heat; wood stoves; solar heating and components; cost for crane rentals. Limitations: Coverage under this section is limited to the main heating source not to exceed a 5 ton capacity. Note: 1warrany will pay up to \$10 per pound for the cost of refrigerant for authorized repairs. You are responsible for payment of any costs in excess of \$10 per pound.

Plumbing System/Plumbing Pipes

Description of Covered Items: Mechanical parts and components of the following: garbage disposal; interior hose bibs; instant hot water dispensers; shower and tub valves; diverter angle stops, rinses and gate valves; toilet tanks; bowls; wax ring seals and toilet mechanisms with the toilet tank (replaced with builder's standard as necessary). Leaks and breaks; except those caused by plumbing stoppages or freezing roots, of water, gas, drain waste and vent lines/pipes within the perimeter of the main foundation are also covered. Permanently installed sump pumps (used for storm water only); built-in bathtub whirlpool motor and pump assemblies. Stoppages/Clogs; including hydro jetting, in drain and sewer lines up to 125' from access point. Polybutylene pipe is covered up to 125' from access point. Polybutylene piping is covered up to 1,000 in the aggregate during the coverage period. Main line stoppages are only covered if there is a ground level clean out available. We cover up to three (3) toilets of similar quality (\$500 limit). **Premium Coverage:** Fixtures and cartridges; faucets; shower heads and shower arms (replaced with chrome builders standard) interior hose bibs; toilets of similar quality.

Examples of Items/Conditions Not Covered: All plumbing in or under the ground, foundation or slab; all piping and plumbing outside of the perimeter of the foundation; any piping or plumbing in a detached structure; 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; stoppages and clogs in drain and sewer lines that cannot be cleared by cable, hydro jetting or due to roots, collapsed, broken or damaged lines outside the confines of the main foundation (even if within 125' of access point) stoppages and clogs that can only be cleared through roof vent; access to drain or sewer lines from vent or removal of water closets and/or toilets; cost to locate, access or install ground level clean out; hose bibs; collapse of or damage to water, drain, gas, waste or vent lines caused by freezing; settlement and/ or roots; fixtures, cartridges, shower heads and shower arms; bathtubs, bidets and showers; shower enclosures and base pans; bath tub drain mechanisms; sinks; toilet lids and seats; cabling or grouting; whirlpool jets; septic tanks; water softeners; water purification systems; pressure regulators; recirculating pumps; wells and well pumps; spas and their respective plumbing and mechanical components. Inadequate or excessive water pressure; flow restriction in fresh water lines caused by rust, corrosion or chemical deposits; sewage ejector pumps; sewage and water laterals; holding or storage tanks; saunas or steam rooms; back-up and battery sump pump systems; basket strainers. Limitations: 1Warranty will pay no more than \$1,000 for diagnosis, repair or replacement of any covered system and component that is concrete encased or otherwise inaccessible. 1warranty will pay no more than \$2,000 in the aggregate during the contract period for any and all plumbing repairs due to rust and corrosion.

Water Heater

Description of Covered Items: (Gas, tankless, electric or oil) Mechanical parts and components of one (1) water heater (unless additional coverage purchased); including circulatory pumps and domestic hot water coils attached to boilers, but excluding solar and heat recovery units. 1Warranty will pay no more than \$1,000 per covered item in the aggregate for repair or replacement during the contract year. **Premium Coverage**: Problems resulting from sediment

Examples of Items/Conditions Not Covered: Auxiliary and secondary holding/storage tanks; base pans; color or purity of water; flues: vent pipes/lines; insulation and insulation blankets; heat recovery units; any noise without a related mechanical failure; point of service and/or hot water dispensers; racks; straps; timers; sediment build-up; and solar heaters, including all parts and components; commercial grade equipment; problems resulting from sediment; units exceeding 75 gallons; drain pans; drain lines and energy management systems.

Electrical System

Description of Covered Items: Standard mechanical parts or components located within the perimeter of the outer load bearing walls consisting of ceiling fan motors and their controls (excluding transmitters and remotes); interior standard light switches, main breaker or fuse panel/box, receptacles and general line voltage wiring.

Examples of Items/Conditions Not Covered: Attic, bathroom, and/or whole house exhaust fans, direct current (DC) wiring and systems; exterior wiring and components; any wiring or components servicing a detached structure; exhaust fans; fire, smoke or carbon monoxide alarm and/or detection or related systems and batteries; intercom or speaker systems; lighting fixtures; load control devices; low voltage systems including wiring and relays; service entrance cables; telephone systems; timers; touch pad assemblies; transmitters and remotes; utility meter base pans; wall fans; and solar power systems, panels and their components; energy management systems or commercial grade equipment (except main panels mounted to exterior wall). Failures and conditions caused by inadequate wiring capacity, circuit overload, power failure/shortage or surge, and corrosion caused by moisture are not covered. 1Warranty will pay no more than \$2,000 in the aggregate during the contract period for any and all covered electrical repairs.

Newly Added: Ceiling Fans and Exhaust Fans

Description of Covered Items: Motors; switches; controls; bearings; blades.

Examples of Items/Conditions Not Covered: Whole house fans; belts; shutters; filters and lighting. Limitations: 1Warranty will pay no more than \$400 in the aggegate during the contract period.

Newly Added: Burglar and Fire Alarm Systems

Description of Covered Items: All components and parts.

Examples of Items/Conditions Not Covered: Any wiring or parts located outside the main confines of the foundation of the home; batteries; video cameras; video monitors; sprinkler alarms and systems. Limitations: 1Warranty will pay no more than \$400 in the aggregate during the contract period for diagnosis and repair of each burglar and fire alarm system.

Newly Added: Central Vacuum

Description of Covered Items: All mechanical system components and parts.

Examples of Items/Conditions Not Covered: Ductwork; blockages; accessories. Limitations: 1Warranty will pay no more than \$400 in the aggregate during the contract period for diagnosis and repair of each vacuum.

Newly Added: Door Bells

Description of Covered Items: All components and Parts

Examples of Items/Conditions Not Covered: Door bells associated with Intercom Systems; battery operated door bells.

Garage Door Opener

Description of Covered Items: Mechanical parts and components of a single primary unit as follows: drive trains; motor; receiver board; relays; switches and sensors. If there is no attached garage, we will cover one (1) opener if installed in a detached garage. **Premium Coverage**: Remote receiving/transmitting devices.

Examples of Items/Conditions Not Covered: Batteries; damage caused by door malfunctions; garage door, all door assemblies; including door panels; tracks; rollers; hinges; cables and springs; infra-red sensors; chains and frequency interference; lights; sanding units; energy management systems; touch pad and/or key pads; transmitters and remotes.

Well Pump: Premium Coverage

Description of Covered Items: All components and parts of well pump utilized for main dwelling only.

Examples of Items/Conditions Not Covered: Well casings; pressure tanks; pressure switches; hoisting or removal; piping or electrical lines leading to or connecting pressure tank and main dwelling; holding or storage tanks; re-drilling of wells. Limitations: Warranty will pay no more than \$1200 in the aggregate during the contract period.

Septic Tank Pumping: Premium Coverage

Description of Covered Items: If a stoppage is due to a septic tank backup, then 1Warranty will pump the septic tank one time during the term of the plan. Coverage can only become effective if a septic certification was completed within 90days prior to close of sale. 1Warranty may require a copy of the certification prior to service dispatch.

Examples of Items/Conditions Not Covered: The cost of gaining or finding access to the septic tank; the cost of sewer hook-ups; disposal of waste; chemical treatments; tanks; leach lines; cesspools; mechanical pumps/systems. Limitations: 1Warranty will pay no more than \$400 in the aggregate during the contract period.

Newly Added: Septic System (Per Tank) Sewage Ejector Pump

(Optional Additional Coverage)

Description of Covered Items: Aerobic pump; jet pump; sewage ejector pump; septic tank and line from house to tank

Examples of Items/Conditions Not Covered: The fields and leach beds; leach lines; lateral lines; insufficient

capacity, cleanout; pumping; seepage pits. Limitations: 1Warranty will pay no more than \$500 in the aggregate during the contract period.

Pool and Spa (Optional Additional Coverage)

Description of Covered Items: In Ground or built into a patio or deck pool and spa (including exterior hot tub and whirlpool) are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional coverage fee is paid. Coverage applies to all above ground components and parts of the heating, pumping and filtration system; including pool sweep motors and timers.

Examples of Items/Conditions Not Covered: Lights; liners; concrete encased above ground or underground electrical, plumbing or gas lines; structural defects; solar equipment; jets; fuel storage tanks; control panels; control switches; computerized control boards; built in or detachable cleaning equipment; ornamental fountains and other waterfall type equipment; pool cover and related equipment; booster pump; disposal filtration medium; lonizers and chlorinators; skimmers; fill line; fill valves; valve actuators; turbo valves; pop-up heads and similar components. Limitations: 1Warranty will pay no more than \$1,000 in the aggregate during the contract period under this section.

Roof Repair: Premium Coverage

Description of Covered Items: Leaks in rolled, asphalt shingle, or clay tile roof structures only.

Examples of Items/Conditions Not Covered: Gutters; drains; leaks involving roof mounted installations; ice dam build-up; balcony roofs, patio/porches, unattached garage roofs; wood and underlayment; counter flashing; leaks resulting from or caused by any one of the following: missing or broken shingles, acts of God, damages due to persons walking or standing on roof, repairs made by others, failure to perform normal maintenance or if a roof has deteriorated to such an extent that it cannot be fixed or needs to be replaced. Limitations: 1Warranty will pay no more than \$500 in the aggregate during the contract period under this section.

1Plus Upgrade (Optional Additional Coverage)

Description of Covered Items: This plan increases toilet replacement of similar quality up to \$600 in the aggregate; increases professional series appliances to \$2,500 in the aggregate; removal of all defective equipment that is replaced by 1Warranty under the terms of this contract; one annual preventative maintenance check and cleaning (at your request and with the payment of the co-pay per item) on any of the following covered items: kitchen appliances; laundry appliances; water heater, heating and cooling systems and garage door opener. Improperly matched and/or installed systems defined as follows: 1Warranty will repair or replace the covered system or appliance that fails or identified due to an associated failure that was not properly matched in size or efficiency, and/or improperly installed prior to or during the coverage period, provided that it was unknown or could not be known to the Home Seller, Home Owner, real estate Broker or Agent or other agent by a visual inspection or simple mechanical test prior to the coverage period start date. Includes 13 SEER-410A Modifications as follows: If government regulations prevent 1Warranty from repairing or replacing a covered air condition system, or heating system with similar efficiency or capacity, and 1 Warranty provides an upgraded unit pursuant to this contract, then 1Warranty will also pay for up to \$1,000 in the aggregate during the contract period for modifications or upgrades to: valves; line sets; evaporator coils; pads; stands; plumbing; flues; additional costs associated with evacuating and cleaning the system of all RO22 and crane charges required to complete the replacement installation of the heating or air conditioning system. Limitations: 1Warranty will pay no more than \$750 in the aggregate during the contract period for any improperly matched and/or unknown improper installation. If a service request is made pursuant to this contract option, 1Warranty reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor. All water softener components and parts up to an aggregate of \$500 during the contract period (excluding leased or rented units.)

BASIS FOR COVERAGE

We agree to pay the covered costs to repair or replace the items listed as covered on your Agreement Coverage Summary if any such items become inoperable during the term of this Agreement due to mechanical failure caused by routine wear and tear, subject to the terms and conditions of this Agreement. Determination of coverage for any claim will be made solely by us, considering but not limited to, our independent contractor's diagnosis. We reserve the right, at our option, to replace items rather than repair them. The definitions of the specific items that may be listed on your Agreement Coverage Summary as covered, as well as other limitations on coverage and other terms and conditions, are listed below.

This Agreement covers only mechanical failures relating to the mechanical parts and components of those domestic-grade items that were in the home and in proper operating condition on the Agreement effective date (unless otherwise purchased under Seller's Optional Coverage). "Mechanical failure" occurs when a covered item becomes inoperable and unable to perform its designed function, subject to the limitations and conditions set forth herein. Mechanical failure is not covered if it is due to: conditions that existed prior to Agreement effective date; lack of routine care and maintenance; misuse; and rust and/or corrosion. 'Domestic-grade" items are those that were designated by the manufacturer, manufactured and marketed solely for installation and use in a residential single family dwelling. The covered item will be deemed to have been in "proper operating condition" on the Agreement effective date if it was correctly located within the home, was properly installed to code at the time of installation, was fully connected, was capable of successfully performing all operations commensurate with the manufacturer's original design intention, and did not pose any hazard to life or property. Determination of the operating condition as of Agreement effective date, and the nature of any failure, will be made by us based upon the professional opinion of our direct employees, considering but not limited to, our independent contractor's diagnosis.

GENERAL EXCLUSIONS AND LIMITATIONS

- This Agreement provides coverage for the mechanical failure of only those systems, appliances and components thereof listed as covered on your Agreement Coverage Summary and only to the extent described herein. This Agreement does not cover any items not specifically named as covered on your Agreement Coverage Summary.
- 2. This Agreement shall not cover any item(s) if they are: mismatched (systems with incompatible components and/or systems with components having incompatible capacity ratings); modified from the original manufacturer design or application; items determined to be defective by the Consumer Product Safety Commission or the manufacturer for which either has issued, or issues, a warning or recall; or which is otherwise necessitated due to failure caused by the manufacturer's improper design, use of improper materials and/or formulas, manufacturing process or any other manufacturing defect; improperly installed; or below the slab or basement floor of the home; or located outside the perimeter of the main foundation (i.e., outside the outer load bearing walls of the structure with the exception of central air conditioning units, main electrical panels mounted on outside walls, pool, spa, sump pump and well pump).
- 3. This Agreement covers only repairs and/or replacements due to mechanical failure attributable to ordinary wear and tear. Accordingly, the Agreement does not cover failures which may result from other causes, such as without limitation: abuse or misuse; improper installation; improper or insufficient maintenance; neglect or misuse; lightning strikes; missing parts; animal, pet and/or pest damage; power failure; power surge; fire; casualty; acts of God; structural and/or property damage; flood; smoke; earthquake; freeze damage; accidents; war; acts of terrorism; nuclear explosion, reaction, radiation or radioactive contamination; insurrection; riots; vandalism; or intentional destruction of property. This Agreement does not cover mechanical failures resulting directly or indirectly from or caused by radon, mold, mildew, mycotoxins, fungus, bacteria, virus, condensation, and/or wet or dry rot regardless of the source, origin,

- or location and any other cause or event contributing concurrently or in any sequence to the mechanical failure. This Agreement does not cover defects which are known upon execution of this Agreement by any party hereto.
- 4. If any hazardous materials are encountered in the course of performing the Services, the Authorized Repair Technician has no obligation to continue the work until such products or materials are abated, encapsulated or removed, or it is determined that no hazard exists (as the case may require). 1Warranty shall have no obligation to arrange for and will have no liability for the removal of, failure to detect or contamination as a result of its failure to detect any asbestos, radon, gas, mold or other hazardous products or materials. To protect against the potential hazards of lead-based paint, the US Environmental Protection Agency (EPA) has implemented certain renovation requirements that may apply if a contractor disrupts certain painted surfaces. If the Services require the Authorized Repair Technician to cut into your walls in order to access pipes and plumbing, the Authorized Repair Technician will be required to comply with EPA regulations. This may require an extension of time to complete the work.
- 5. This Agreement 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.
- This Agreement does not cover any costs associated with any upgrades or modifications to comply with federal, state, and local law, code, regulation, or ordinance. All such costs are your responsibility.
- 7. SEER (Seasonal Energy Efficiency Ratio) operational compatibility. If we elect to replace an air conditioning condenser or heat pump unit, and it becomes necessary to make a mechanical modification to the evaporator coil in order to provide operational compatibility, we agree to pay the covered cost for one (1) of the following (determination is at our sole discretion) only: expansion metering device, or coil, or air handler. This Agreement does not cover any costs associated with modifications or upgrades required to match efficiency value, rating or ratio.
- 8. This Agreement does not cover: fees associated with the removal and disposal of old systems, appliances and components; whether replaced by 1Warranty or not (unless 1Plus coverage has been purchased), any fees or costs, including but not limited to, disposal fees arising from hazardous or toxic material, asbestos, and freon.
- This Agreement covers building code violations up to \$250 in the aggregate per contract period as well as
 coverage of permits up to \$250 per occurrence in relation to a heating, electrical or plumbing service call if
 necessary to effect repair or replacement.
- 10. This Agreement does not cover (a) fees associated with use of cranes or other lifting equipment required to service any item or system; 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.
- 11. This Agreement does not cover ductwork with the sole exception of ductwork that is exposed and readily accessible to service a mechanical failure of a covered air conditioning or heating system or item. The Agreement does not cover: asbestos insulated ductwork; concrete encased or inaccessible ductwork; crushed/collapsed ductwork; ductwork damaged by moisture, water, pests and/or animals; insulation; registers, grills and dampers; underground ductwork. Inaccessible ductwork refers to ductwork that is used in central heating and/or air conditioning systems that is not exposed and cannot readily be accessed for replacement or repair due to design and installation obstacles such as, but not limited to, permanent partitions, chimneys, etc., and ductwork embedded in floors, walls or ceilings.
- 2. This Agreement does not cover any costs incurred to gain access to a covered item, 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, snow/ice covered areas, flooded areas or personal property. In the event it is necessary to open walls, floors, or ceilings, or to move such fixtures, cabinets, or personal property to perform a diagnosis or service, we are not responsible

- for restoring such openings, items, or property. This Agreement does not cover any cost associated with equipment to gain access or permit serviceability such as but not limited to scaffolding.
- 13. This Agreement does not cover delays or failure to provide service caused by, or related to: any of the exclusions listed herein; shortages of labor and/or materials; or any other cause beyond our reasonable control. This Agreement does not cover additional charges to access or transport materials, supplies, or independent contractors to the covered property due to lack of or inhibited serviceability, such as but not limited to, tolls, required use of ferries or barges and/or remote locations. No services shall be provided if the Authorized Repair Technician is prevented from entering a covered property due to the presence of animals, insects, unsafe conditions, or if the equipment is not easily accessible. In this event the Trade Call Fee will still be payable. If Services performed under this contract should fail, then 1Warranty will provide for the necessary repairs without an additional trade call fee for a period of 90 days on a parts and 30 days on labor. A response to any request for services shall occur within 48 hours or within a commercially reasonable time based upon the surrounding circumstances.
- 14. In some case, 1Warranty may not be able to provide a service contractor and may request you to contract an independent service contractor directly. If your contractor will not bill 1Warranty directly, 1Warranty will reimburse you the amount of the authorized repair or replacement as agreed between 1Warranty and your contractor. 1Warranty, at their discretion, reserves the right to offer cash back in lieu of repair or replacement in the amount of 1Warranty's actual cost, which may be less than retail, to repair or replace any covered system, component or appliance.
- 15. This Agreement does not cover any incidental, consequential, special, and/or punitive damages, and you agree to waive any and all claims for such damages, arising from, resulting from and/or related to the failure of any item or system, including, but not limited to, food spoilage, loss of income, additional living expenses, and /or any loss, damage, cost or expense directly or indirectly arising out of or resulting from, or in any manner related to mold, mildew, mycotoxins, fungus, bacteria, viruses, condensation, wet or dry rot and/or other property damage.
- 16. This Agreement does not cover repairs or replacements of any item covered by other insurance, warranties or guarantees, including, but not limited to, manufacturer's contractor's, builders, distributor's or in-home warranty's. Our coverage is secondary to such insurance, warranties or guarantees.
- 17. This Agreement does not cover any mechanical failure when the covered item or system has been repaired, modified, disabled or adjusted in any way which prevents us or our independent contractor(s) from inspecting, diagnosing and/or repairing the mechanical failure. If you authorize or perform any improper alterations, installations or repairs or improperly modify any system, appliance or component covered by this Agreement, or damage it in the course of remodeling or repair, we will no longer be obligated to cover such item(s).
- 18. This Agreement does not cover performance of routine maintenance. You are responsible for performing all routine maintenance and cleaning for all covered items and systems as specified and recommended by the manufacturer. You are also responsible for providing all routine maintenance for all areas in a covered property around covered items and/or systems to ensure that these items and/or systems are able to function properly as specified by the manufacturer. Any mechanical failures resulting from your failure to provide routine maintenance as specified in this paragraph, or as otherwise required in this Agreement, shall not be covered.
- 19. Subject to the limitations and exclusions in this Agreement, our maximum liability per covered claim submitted pursuant to this Agreement (i.e., a payment made as a result of a request for service due to a single mechanical failure of a single covered item) shall not exceed \$5,000.00.
- 20. We are not liable for any damages that result from an independent contractor's service, delay in providing service or failure to provide service. We are not liable for any incidental, consequential, special, and/or punitive damages, whether caused by negligence or any other cause, and you agree to waive any and all claims for such damages, arising from, resulting from or related to any independent contractor's service, delay in providing service or failure to provide service including, but not limited to, damages, resulting from delays in securing parts and/or labor, the failure of any equipment used by an independent contractor, labor

- difficulties, and/or the negligent, tortious and/or unlawful acts or omissions of any independent contractor.

 Under any and all circumstances, our maximum liability, in the aggregate, for any and all claims submitted per term of this Agreement shall be \$15,000.00. This aggregate maximum liability per term of the Agreement includes any and all covered claims made in accordance with the terms of this Agreement, as well as any and all claims, causes of action and/or rights of action, whether filed in arbitration of any court of law, for breach of contract, negligence, torts, strict liability, claims arising under any state or federal statute (to the extent such limitations are permitted by law), indemnification, contribution, and/or subrogation.
- 22. It shall be acknowledged that Randy Hall and Michele Trost-Hall are principals of Broker One Real Estate as well as 1 Warranty, Inc. There are other home warranties available in the market which are similar in nature and structure however this is the warranty product offered by Broker One and 1 Warranty, Inc. to its buvers and sellers.
- 23. A home service contract is non-cancelable by the Company 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 prorated refund of the paid contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by the Company.
- 1Warranty allows for replacement of improperly matched and/or installed systems defined as follows: 1Warranty will repair or replace a covered system or appliance that fails or identified due to an associated failure that was not properly matched in size or efficiency, and/or improperly installed prior to or during the coverage period, provided that it was unknown or could not be known to Home Seller, Home Owner, Seller, real estate agent or other agent by a visual inspection or simple mechanical test prior to the coverage period start date. The above Includes 13 SEER/R-410A Modifications as follows: If government regulations prevent 1Warranty from repairing or replacing a covered air conditioning system, or heating system with similar efficiency or capacity, and 1Warranty provides an upgraded unit pursuant to this contract, then 1Warranty will also pay for up to \$1,000 in the aggregate during the contract period for modifications or upgrades to valves, line sets, evaporator coils, pads, stands, plumbing, flues and additional costs associated with evacuating and cleaning the system of all R-22crane charges required to complete the replacement installation of the heating or air conditioning system. **Limitations:** 1Warranty will pay no more than \$750 in the aggregate during the contract period for any improperly mismatched and/or unknown improper installation. If a service request is made pursuant to this contract option; 1Warranty reserves the right to request a copy of any visual or mechanical test that may have been performed by a home inspector or other licensed mechanical contractor. All water softener components and parts up to an aggregate of \$500 during the contract period (Excluding leased or rental units).
- 25. Transfer of Contract: If the covered property is sold during the term of this contract, you may transfer this contract to the new owner by notifying 1Warranty of the change in ownership and providing the name of the new owner by phoning 1-800-261-1025. A copy of the contract is available upon request. 1Warranty may assign this contract in whole or in part or any of its rights and obligations hereunder without your consent, to the fullest extend allowed by as. Upon such assignment, you agree that 1Warranty shall have no further obligation to you. The contract is not assignable by you without 1Warranty's prior written consent except as set forth above. This contract does not automatically renew past the first covered period but may be renewed at the option of 1Warranty and where permitted by state law in that event you will be notified of the prevailing rate and terms for renewal.
- 26. Real Estate professionals accepting a direct rebate from 1Warranty, with required services completed, are not required by 1Warranty to acknowledge receipt of rebate to their direct clients. All third party information obtained during the 1Warranty application process is held in complete confidentiality, is not shared with any individual or company outside of 1Warranty, and is not used in any further fashion outside of communicating on the warranty itself.

| Covered Components | Seller | Buyer |
|---------------------------------|------------|------------|
| Primary Air Conditioning System | Optional* | Yes |
| Primary Heating System | Optional* | Yes |
| Ductwork | Optional* | Yes |
| Ceiling Fans | Yes | Yes |
| Clothes Washer/Dryer | Additional | Additional |
| Dishwasher (built-in) | Yes | Yes |
| Electrical System | Yes | Yes |
| Garage Door Opener | Yes | Yes |
| Garbage Disposal | Yes | Yes |
| Microwave (built-in) | Yes | Yes |
| Plumbing System | Yes | Yes |
| Range/Oven/Cooktop | Yes | Yes |
| Range Exhaust | Yes | Yes |
| Refrigerator | Additional | Additional |
| Trash Compactor (built-in) | Yes | Yes |
| Water Heater | Yes | Yes |

Optional Buyer Coverage available for Jetted Tub(s) and Sump Pump(s). *Optional coverage for Seller Air, Heat, and ductwork requires an additional fee.

My overall experience with 1 Warranty was great! The technician sent out to repair my water heater knew exactly what he was doing. The punctuality of One Warranty was very fast and very easy to deal with.

-Mario Vasquez

Results

Homes with an One Home Warranty sell an average of 11 days faster and for \$2,314 more than homes without a home warranty - that's more than 3X the average price of the plan.*

\$2,314 more Faster

Days Faster



PO Box 42701 Casper, WY 82604 Claim Support (800) 261-1025 Customer Service (307) 995-3530

TWARRANTY HOME PROTECTION PROGRAM SUMMARY

WARRANTY

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Casper, WY 82604
Claim Support
(800) 261-1025
onewarrantyclaims@tribcsp.com
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