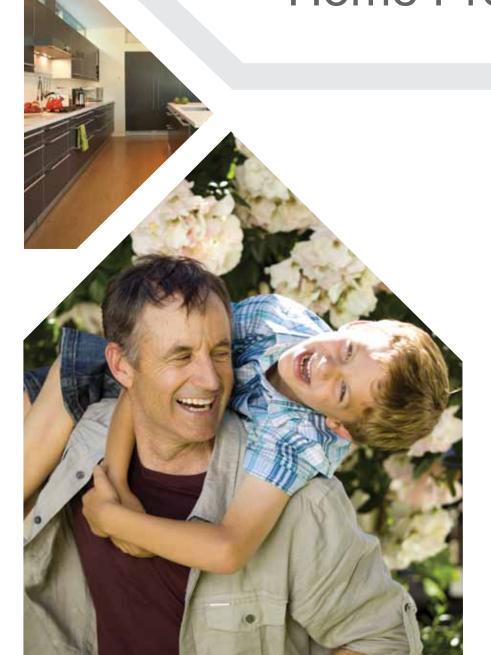




## Coldwell Banker® Home Protection Plan



Available for:

Single Family Homes
New Construction
Condominiums
Townhomes
Mobile Homes
Rental Homes
Vacation Homes
Vacant Homes
Manufactured Homes
REO/Foreclosure Properties
Short Sale Properties
Auction Properties
Multi-unit Properties

FOR USE IN MA, ME, RI & WI 866-797-4788



As many of our valued customers will attest, a home protection plan offers assurance and a degree of financial predictability around repairs and replacements of covered home system components and appliances.

#### A Home Protection Plan

It's not just about cost relief. True, a home protection plan can help make covered repairs or replacements more manageable. But if the item is covered in your plan, American Home Shield, administrator of the **Coldwell Banker®** Home Protection Plan, is here to help. We are here 24/7 to take your service call and make the entire process simple – start to finish.

### Life Happens

And when it happens to major covered home system components and appliances, you can relax. Being covered by American Home Shield means that when breakdowns happen to a covered item, you don't have to fret about unexpected costs and repair hassles.

#### Will I ever use it?

Look at it this way. The average AHS customer makes two service calls a year. More importantly, they typically choose to remain an AHS customer after the fact. On one hand, there are no guarantees that you will use your plan. On the other hand, there is no limit to the number of service calls you can make. This way, when life really happens to covered items, we're there for you every step of the way.

### Why us?

As the industry leader, AHS has a solid reputation for reliability and follow-through. We also have a nationwide network of approved, independently insured service contractors to handle your covered repair or replacement efficiently. As our core business, helping protect major home system components and appliances is what we do most – and what we do best.

# WE ARE COMMITTED TO PROTECTING WHAT MATTERS.



Not all items pictured may be covered in Core Coverage Plan.

#### What's Covered?

Coverage depends on the home protection plan you purchase. In general, your home protection plan covers the repair or replacement of many of the most frequently occurring breakdowns of home system components and appliances. It may also help cover unexpected costs related to rust, corrosion and lack of maintenance.

When you add the ServicePlus Package® to the Core Coverage Plan® or select the FlexPlan Combo® option, we can help cover mismatched systems as well as unexpected costs related to permits and help to ensure code compliance. Such options will also help cover REO, short sale, foreclosure and auction properties when the condition of the covered appliances and system components is unknown or undeterminable.

Adding the Coverage Plus Package® to the Core Coverage Plan® will provide additional coverage to components of your heating, air conditioning, plumbing systems and more.

Buyers can also purchase additional coverage options. Such options include refrigerators, washers and dryers, swimming pool/spa equipment and other items. See the back page for a comprehensive list of all additional buyer options.

## Benefits of a **Coldwell Banker** Home Protection Plan

#### When Buying Your Home

- Relief from many expenses related to unexpected breakdowns on covered items
- Flexible, customizable home protection plans
- Improved confidence in your home purchase

#### When Selling Your Home

- Heightened buyer confidence
- It can help distinguish properties from other listings
- Can help reduce post-sale issues

## Information for Enrollment

#### Phone

**866-797-4788** Español: **800-250-2025** 

#### Fax

800-329-2478

#### Online

www.ahshome.com

#### **Mail with Payment**

AHS, P.O. Box 2803 Memphis, TN 38101 (Make checks payable to American Home Shield)

#### **Mail without Payment**

AHS, P.O. Box 849 Carroll, IA 51401

## Information for Service

#### Phone

866-501-6966

Español: 800-250-2025

#### **Online**

www.ahs.com

## COSTS WITHOUT COVERAGE CAN BE SIGNIFICANT

#### **AVERAGE REPAIR AND REPLACEMENT COST†**

NOT ALL ITEMS MAY BE COVERED IN CORE COVERAGE PLAN



Ranges/ Ovens/Cooktops

Repair: \$170 Replacement: \$706



Air Conditioning

Repair: \$332 Replacement: \$2,390



Refrigerators

Repair: \$209 Replacement: \$1,088



Heating

Repair: \$316 Replacement: \$2,442



Clothes Washers

Repair: \$98 Replacement: \$571

### Sharing your email address can help make service even easier for you

If we have your email address, we can follow up with you after each covered service request, and you can easily reply to tell us about your service experience. You'll also enjoy the important home maintenance information in our e-newsletters. Make sure we have your correct email address, and let us know if it changes!

#### **Here's How It Works**

- **01.** When an item breaks down, it is best to first verify the item in question is covered. If it looks like your item should be covered in your plan, call our 24/7 customer service line toll-free at **866-501-6966** or visit **www.ahs.com** to place a service request.
- **02.** AHS will assign a service contractor to handle your covered request. If you prefer, we can send email notifications on the progress of your service call.
- **03.** A service contractor will schedule a time during normal business hours to diagnose and repair your covered problem. **You will pay a \$95 Trade Service Call Fee.** This is a fee paid per service trade—plumber, electrician, etc. There may be additional costs associated with your repair or replacement.
- **04.** Relax. The service contractor will then diagnose and repair your covered problem. AHS may follow up with you by phone or email to hear about your experience. Again, service requests are unlimited during your contract term.

†As reported in the survey A Study of Homeowners' Appliance and Home System Service Experiences, Decision Analyst (2011) and reprinted with their written permission. Further reproduction is expressly prohibited. Remember, your AHS Home Protection Plan covers the repair or replacement of many system and appliance breakdowns, but not necessarily the entire system or appliance. Please refer to your contract for details.

#### CONTACT

American Home Shield Corporation In Maine, American Home Shield of Maine, Inc. ("AHS") In New Jersey, New Jersey Home Shield Corporation P.O. Box 849, Carroll, IA, 51401 866-501-6966 Para asistencia en Español llame al 800-250-2025

#### A. COVERAGE OVERVIEW

- 1. American Home Shield (AHS) will repair or replace your selected covered items. Coverage includes only the items stated as covered, excluding all others, and is subject to limitations, exclusions, and provisions specified in this contract. For your specific coverage and selections see your Contract Agreement pages. Please read your contract carefully.
- 2. AHS will repair or replace items which malfunction due to normal wear and tear during the contract term as defined in Section B and not covered by a manufacturer, distributor, builder, or extended warranty (for additional coverage see Section F ServicePlus Package). The covered items must be:
- a. Installed for diagnosis within the confines of the main foundation of the home or attached or detached garage (with the exception of the air conditioner, exterior well pump, septic tank, and pool and/or spa equipment, if selected); or
- b. Domestic or commercial grade and specified by the manufacturer for residential use.
- 3. AHS will repair or replace items which malfunction due to insufficient maintenance, rust, corrosion, or sediment.
- 4. AHS has the sole right to determine, according to the terms of this contract, whether a covered item will be repaired or replaced. When making repairs, AHS reserves the right to rebuild existing parts or components and/or to install rebuilt parts or components. When making replacements, AHS is responsible for installing replacement equipment and parts of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. AHS is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
- 5. In instances where the cost of completing a full repair or replacement exceeds a stated contract dollar limit, AHS will pay an amount equal to the contract dollar limit in lieu of providing repair or replacement services. Some or all of such a payment may be made to you and/or a service contractor. In all other instances:
- a. AHS reserves the right to *require you* to accept cash in lieu of repair or replacement services in an amount based on what the ordinary customer would expect to pay after negotiating the best price for such services in your area and without the benefits of this contract when:
- (i) Following a response to a covered breakdown, the item would remain non-compliant with laws, regulations or code requirements;
- (ii) The item is subject to a manufacturer's recall for a defect unrelated to the covered breakdown; or
- (iii) An item becomes non-repairable and a replacement item is no longer available.
- b. AHS may also *offer you* the option of accepting cash in lieu of repair or replacement services in an amount based on what AHS would ordinarily expect to pay for parts and labor for covered items, an amount that is usually less than retail cost or your actual cost. AHS is not obliged to extend such an offer in any particular instance, and you are under no obligation to accept such an offer, in the event one has been extended. Such offers are typically made subject to restrictions.
- c. For further information regarding AHS's cash payment policies and procedures, please call AHS.

6. This contract covers single family homes (including manufactured housing), new construction homes, and condominiums/ townhomes/mobile homes under 5,000 square feet, unless an alternative dwelling type (i.e. 5,000 square feet up to 10,000 square feet, or multiple units) is applied for, and the appropriate fee is paid. Coverage is for owned or rented residential property, not commercial property or premises converted into a business.

#### **B. CUSTOMER CONTRACT TERM**

NOTE: See your Contract Agreement pages for your specific contract term.

#### 1. HOME SELLER CUSTOMER

Home Seller Customer contract term begins upon issuance of a contract number by AHS through the listing period of 180 days, or close of sale (escrow) or termination of listing (whichever occurs first). In the event close of sale (escrow) does not occur in 180 days, AHS may, at its sole discretion, extend the contract term. Home Seller coverage includes items in Section E and, if purchased, Sections F and G only. Home Seller coverage is not available in conjunction with for sale by owner transactions.

#### 2. FIRST YEAR CUSTOMER

- a. Real Estate Customer contract term begins at close of sale (escrow) and continues for 1 year, unless AHS approves an alternative multiple year contract term, provided plan fee is paid. If AHS provides Home Seller Customer coverage, any exclusions or suspension of service will apply against this Real Estate Customer contract term.
- b. New Construction Customer contract term begins 1 year after close of sale (escrow) and continues for 1, 2, 3, or 4 years from that date, provided plan fee is paid. New Construction Customer is a first time owner of a newly constructed home.
- c. Direct-to-Consumer Customer contract term is for 1 year beginning upon acceptance of application by AHS and receipt of plan fee. Direct-to-Consumer Customer is not in conjunction with a real estate transaction.
- d. Lease Option Customer contract term is for 1 year beginning upon acceptance of application by AHS and receipt of plan fee (available for Lessee only).

#### 3. RENEWAL CUSTOMER

Renewal Customer contract term begins upon expiration of previous contract term and continues for 1 year provided plan fee is received by AHS within 30 days after expiration. If plan fee is received by AHS after 30 days of expiration, a new 1 year contract term will begin. (See Section K – Renewal and Cancellation)

#### 4. TRANSFER OF OWNERSHIP

If the covered property changes ownership during the contract term, please call the Sales phone number on the Contract Agreement pages for further information to transfer coverage to the new owner.

#### C. REQUESTING SERVICE

- 1. AHS must be notified for work to be performed under this contract as soon as the problem is discovered and prior to expiration of the contract term. (Refer to your Contract Agreement pages for details on how to request service.)
- a. AHS will accept service calls 24 hours a day, 7 days a week.
- b. AHS will not reimburse for services performed without its prior approval.

- AHS has the right to select and arrange an AHS authorized service contractor (Service Contractor), which may be a service company affiliated with AHS, to perform the service.
- a. The contracted services will be initiated under normal circumstances by AHS within 48 hours after your service request is made to AHS.
- b. The Service Contractor will contact you to schedule the service to be performed during normal business hours.
- c. AHS will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service.
- d. AHS will accept your request to expedite scheduling of nonemergency service only when a Service Contractor is available. If the Service Contractor agrees to expedite scheduling of a non-emergency service request an additional fee may apply at customer's expense.
- e. AHS reserves the right to obtain a second opinion at AHS's expense.
- 3. In the event AHS authorizes or requests you to contact an independent service contractor to perform a covered service, AHS will provide reimbursement for an authorized amount of the cost you incur for the repair or replacement services. Acceptable proof of your actual itemized costs must be provided to and approved by AHS before any reimbursement will be paid.

#### D. TRADE SERVICE CALL FEE

You will pay a Trade Service Call Fee for each trade service request, or actual cost, whichever is less (except as provided in Section D.4). Please see your Contract Agreement pages for your Trade Service Call Fee amount.

- 1. You are responsible for payment of the Trade Service Call Fee after a service request is dispatched and scheduled to a Service Contractor. This includes when:
- a. A Service Contractor is in route to the customer's home:
- b. A customer fails to provide accessibility necessary to perform the service request;
- c. A Service Contractor's diagnosis results in a complete or partial exclusion of coverage; or
- d. AHS approves a customer's request for a second opinion.
- 2. Trade Service Call Fee is due and payable to the Service Contractor (or to AHS) at the time of the scheduled service request.
- 3. If any Trade Service Call Fee has not been paid in full, AHS will not respond to a new service request.
- 4. Service work is guaranteed for 60 days.

#### E. CORE COVERAGE PLAN

NOTE TO HOME SELLER CUSTOMER: AHS will pay up to a combined maximum limit of \$1,500 for items 1, 2, and 3 in Section E during the listing period.

NOTE: Coverage available on Heating and Air Conditioning systems up to a 5 ton capacity.

## 1. HEATING (Gas, Electric, or Oil if main source of heat to the home or room)

COVERED ITEMS: Heating units including; but not limited to: Circulating heat—Built-in wall unit—Cable heat (if only source of heat to the room)—Metering devices—Furnace—Furnace transition

– Evaporator coils and drain lines – Air handling unit – Air handling transition – Condenser casing or air filters if in conjunction with a mechanical failure – Secondary drain pan and lines – Refrigerant lines. Any of the foregoing covered components as well as plenum, indoor electrical up to the disconnect, and duct connections are also covered as required to maintain compatibility and compliance with minimum SEER and HSPF standards.

NOT COVERED: All components and parts relating to geothermal and/ or water source heat pumps – Baseboard casings – Fuel storage tanks – Portable units – Solar heating systems – Fireplaces and key valves – Condenser casing – Filters or automatic filter changers – Electronic air cleaners – Registers – Grills – Clocks – Timers – Heat lamps – Humidifiers – Flues and vents – Improperly sized heating systems – Chimneys – Grain, pellet, or wood heating units (even if only source of heating) – Cable heat – Systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications – Improper use of metering devices – Window units – Adding insulation to plenum – Dehumidifiers – Heating system/unit and built-in wall unit for garage use only.

NOTE TO FIRST YEAR AND RENEWAL CUSTOMER: AHS will pay up to \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any glycol, hot water, or steam circulating heating system.

#### 2. AIR CONDITIONING

COVERED ITEMS: Ducted electric central and wall air conditioning units including; but not limited to: Water evaporative coolers – Air handler for chillers – Condenser casing or air filters if in conjunction with a mechanical failure – Condenser – Metering devices – Furnace transition – Evaporator coils and drain lines – Air handling unit – Air handling transition – Secondary drain pan and lines – Refrigerant lines. Any of the foregoing covered components as well as plenum, indoor electrical up to the disconnect, and duct connections are also covered as required to maintain compatibility and compliance with minimum SEER and HSPF standards.

NOT COVERED: Gas air conditioning systems – Registers and grills – Condenser casing – Filters or automatic filter changers – Electronic air cleaners – Window units – Non-ducted wall units – Water towers – Humidifiers – Roof jacks, pads or stands – Evaporative cooler pads – Flues – Vents – Improperly sized air conditioning unit – Chillers, chiller components, and water lines – Systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications – Improper use of metering devices – Air conditioning system/unit and built-in wall unit for garage use only.

#### 3. DUCTWORK

COVERED ITEMS: Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or air conditioning unit(s) to point of attachment at registers or grills.

NOT COVERED: Registers or grills – Insulation – Dampers and damper controls – Improperly sized ductwork – Legally mandated diagnostic testing of ductwork when replacing heating or cooling equipment.

NOTE: Where covered repairs require access to ductwork, AHS will only provide access to, and sealing of ductwork through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the ductwork is accessible only through a concrete floor, wall or ceiling, AHS will pay up to \$500 per contract term for access to, repair to, or replacement of such ductwork, including returning access openings to a rough finish. If a leak is detected as a result of legally mandated diagnostic testing, AHS will repair and replace accessible and unobstructed ductwork.

#### 4. PLUMBING

COVERED ITEMS: Leaks and breaks of water, drain, gas, waste or vent lines – Toilet tanks, bowls and related mechanisms (builder's standard is used when replacement is necessary), toilet wax ring seals – Valves for shower, tub, and diverter, angle stops, risers and gate valves – Permanently installed sump pumps (ground water

only) – Built-in bathtub whirlpool motor, pump, and air switch assemblies.

NOT COVERED: Collapse or damage to water, drain, gas, waste or vent lines caused by freezing or roots –Faucets – Hose bibs – Basket strainers – Bathtubs – Sinks – Showers – Shower enclosures and base pans – Toilet lids and seats – Caulking or grouting – Septic tanks – Water softeners – Water filtration/purification system – Pressure regulators – Inadequate or excessive water pressure – Flow restrictions in fresh water lines – Sewage ejector pumps – Well pumps – Holding or storage tanks – Saunas or steam rooms – Whirlpool jets.

NOTE: Where covered repairs require access to plumbing, AHS will only provide access to plumbing through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the plumbing is accessible only through a concrete floor, wall or ceiling, AHS will pay up to \$500 per contract term for access to, repair to, or replacement of such plumbing, including returning access openings to a rough finish.

#### 5. PLUMBING STOPPAGES

COVERED: Clearing of sink, bathtub, shower, and toilet stoppages. Clearing of mainline drain and sewer stoppages through an accessible ground level cleanout up to 100 feet from access point. Clearing of lateral drain line stoppages up to 100 feet from access point including accessible cleanout, p-trap, drain or overflow access points.

NOT COVERED: Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts – Access through roof vents – Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation – Stoppages due to roots or foreign objects – Lines broken or infiltrated by roots, or otherwise stopped by roots, even if within the home's main foundation – Septic tanks.

#### **6. WATER HEATERS**

COVERED ITEMS: All components and parts, including tankless water heaters and circulating pumps, except:

NOT COVERED: Solar water heaters – Solar components – Auxiliary holding or storage tanks – Noise – Fuel storage tank and energy conservation unit – Flues and vents – Thermal expansion tanks – Instant hot/cold water dispenser.

#### 7. ELECTRICAL

COVERED ITEMS: All components and parts, including built-in exhaust/vent/attic fans. except:

NOT COVERED: Lighting fixtures – Inadequate wiring capacity – Audio/video/computer/intercom/alarm or security wiring or cable – Power failure or surge – Direct current (D.C.) wiring or components and/or low voltage systems including wiring and relays – Circuit overload – Ceiling fans – Radon monitoring system – Solar components.

#### 8. BUILT-IN MICROWAVE OVENS

COVERED: All components and parts, except:

NOT COVERED: Door glass – Racks – Meat probe assemblies – Rotisseries.

#### 9. DISHWASHERS

COVERED: All components and parts.

#### 10. GARBAGE DISPOSALS

COVERED: All components and parts.

#### 11. RANGES/OVENS/COOKTOPS

COVERED: All components and parts, except:

NOT COVERED: Clocks (unless they affect the function of the oven) – Meat probe assemblies – Rotisseries – Racks – Handles – Knobs.

#### 12. TRASH COMPACTORS

COVERED: All components and parts, except:

NOT COVERED: Lost key - Removable buckets.

**OPTIONAL COVERAGE NOTE: Optional coverage begins upon receipt of option fee by AHS and continues through the contract term.** Optional coverage may be purchased up to 60 days after the contract effective date for Sections F-H. After the 60<sup>th</sup> day, optional coverage may be purchased for Sections G and H provided an inspection is performed (at customer's expense) and approved by AHS. New Construction Customer may add optional coverage during the contract term for brand new items providing proof of purchase is received by AHS.

#### F. SERVICEPLUS PACKAGE

NOTE: This coverage does not apply when systems are undersized in relation to the square footage of the area being heated or cooled.

#### 1. REFRIGERANT RECAPTURE, RECLAIM, AND DISPOSAL

#### 2. REMOVAL OF DEFECTIVE EQUIPMENT

When AHS replaces a covered item, AHS will pay the costs to dismantle and/or dispose of such item (see Section I.4.b).

#### 3. PFRMITS

AHS will pay the cost for obtaining permits for AHS-approved repairs and replacements up to \$250 per occurrence.

#### 4. CODE VIOLATIONS

AHS will pay up to \$250 per contract term to correct code violations when affecting AHS-approved repairs or replacements.

#### 5. UNDETECTABLE PRE-EXISTING CONDITIONS

AHS 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. 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 verifying the item operates without irregular sounds, smoke or other abnormal outcome.

#### 6. IMPROPER INSTALLATIONS, REPAIRS, OR MODIFICATIONS

AHS will cover an existing defect or mechanical failure of an item that was improperly installed, repaired, or modified prior to or during the contract term. If the improper installation, repair, or modification violates a code requirement, Section F.4 applies.

#### 7. MISMATCHED SYSTEMS

AHS will cover an existing defect or mechanical failure of a system that was not properly matched in size or efficiency prior to or during the contract term. If the mismatched system violates a code requirement, Section F.4 applies.

#### G. COVERAGEPLUS PACKAGE

#### 1. CEILING FANS

COVERED: All components and parts.

#### 2. GARAGE DOOR OPENERS

COVERED ITEMS: Wiring – Motor – Switches – Receiver unit – Rail/Trolley assembly – Hinges – Springs – Remote transmitters.

NOT COVERED: Door or door track assemblies.

#### 3. TELEPHONE WIRING

COVERED: Telephone wiring located within the walls of the main dwelling.

NOT COVERED: Phone jacks – Plugs – Lights – Transformers and other power units – Cover plates – Phone units – Answering devices – Burglar alarm circuits – Phone fuses – Wiring which is the property of a telephone company – Access and closing costs to floors, walls, and ceilings when locating or repairing a malfunction.

#### 4. BUILT-IN FOOD CENTERS

COVERED: All components and parts, except: NOT COVERED: Removable accessories.

#### 5. DOORBELLS

COVERED: All components and parts, except:

NOT COVERED: When part of the intercom system.

#### 6. INSTANT HOT/COLD WATER DISPENSERS

COVERED: All components and parts.

#### 7. CENTRAL VACUUM

COVERED: All components and parts, except:

NOT COVERED: Removable hoses and accessories – Access and closing costs to floors, walls, and ceilings when locating or repairing a malfunction.

#### 8. SMOKE DETECTORS

COVERED: Battery operated and hardwired units.

#### 9. ADDITIONAL CORE COVERAGE PLAN ITEMS

NOTE: Items 9.a – 9.g are additional covered items from Section E. If any part for 9.a – 9.g cannot be obtained or is no longer available, AHS will not cover the replacement of such items.

#### a. HEATING

COVERED ITEMS: Components of geothermal and/or water source heat pump units – Registers – Grills – Heat lamps.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pumps

#### b. AIR CONDITIONING

COVERED ITEMS: Components of geothermal and/or water source heat pump units – Electric non-ducted wall air conditioning units – Registers – Grills.

NOT COVERED: Outside or underground piping, well pump, and well pump components for geothermal and/or water source heat pumps.

NOTE TO FIRST YEAR AND RENEWAL CUSTOMER (Sections a and b): AHS will pay up to \$1,500 per covered item per contract term for access, diagnosis and repair or replacement of any geothermal and/or water source heat pumps.

#### c. DUCTWORK

Ductwork located in concrete- \$1,000 Limit. See Section E.3 NOTE

#### d. PLUMBING

COVERED ITEMS: Faucets (chrome builder's standard used when replacement is necessary) – Shower heads and shower arms – Hose bibs – Toilets of like quality (up to \$600 per occurrence) – Pressure regulators – Sewage ejector pump for Section E.4 only (septic system sewer ejector pumps are not covered unless the optional Septic System Pumping/Sewage Ejector Pump is purchased).

Plumbing located in concrete-\$1,000 Limit. See Section E.4 NOTE

#### e. BUILT-IN MICROWAVE OVENS

COVERED ITEMS: Door glass – Racks.

#### f. RANGES/OVENS/COOKTOPS

COVERED ITEMS: Clocks - Rotisseries - Racks - Handles - Knobs - Dials.

#### q. TRASH COMPACTORS

COVERED ITEMS: Removable buckets.

#### H. ADDITIONAL FLEXPLAN OPTIONS

NOTE: Sections H.1 – H.8 are available for First Year and Renewal Customers. Please call AHS for availability and pricing of duplicate items.

#### 1. KITCHEN REFRIGERATOR (must be located in the Kitchen)

NOTE: Dual compressor refrigerator and built-in combination of both an All-Refrigerator and an All-Freezer are only available with the Kitchen Refrigerator option. AHS will pay up to \$5,000 per contract term for access, diagnosis and repair or replacement for the dual compressor refrigerator and built-in combination of both an All-Refrigerator and an All-Freezer.

COVERED ITEMS: All components and parts including ice maker and ice and water dispenser, except:

NOT COVERED: Any removable component (which does not affect the primary function) – Interior thermal shells/insulation – Food spoilage – Freezers which are not a built-in unit or an integral part of the refrigerator – Multi-media center – Wine chillers – Filters.

#### 2. ADDITIONAL REFRIGERATOR

NOTE: Only available when Kitchen Refrigerator option is purchased. This option includes a single built-in All Refrigerator. This option does not apply to dual compressor refrigerators.

(See COVERED and NOT COVERED under Section H.1)

#### 3. CLOTHES WASHER

COVERED: All components and parts, except:

NOT COVERED: Plastic mini-tubs – Soap dispensers – Filter screens – Knobs and dials – Damage to clothing – Drawers.

#### 4. CLOTHES DRYER

COVERED: All components and parts, except:

NOT COVERED: Venting – Lint screens – Knobs and dials – Dryer cabinet fragrance/humidity center, hangers, shelves, rods, hooks, and cabinet liner – Damage to clothing – Racks – Drawers.

#### 5. FREE STANDING ICE MAKER

COVERED ITEMS: All components and parts which affect the primary function of the ice maker and ice and water dispenser, except:

NOT COVERED: Any removable component (which does not affect the primary function) – Filters – Interior thermal shells/insulation.

#### 6. POOL AND/OR INGROUND SPA EQUIPMENT

## Shared equipment is covered. If equipment is not shared, then only one or the other is covered unless an additional fee is paid.

COVERED ITEMS: Above ground and accessible working components and parts of the heating, pumping, and filtration system including: Pool sweep motor and pump – Pump motor – Blower motor and timer – Plumbing pipes and wiring.

NOT COVERED: Portable or above ground spas – Access to pool and spa equipment – Lights – Liners – Structural defects – Solar equipment – Jets – Ornamental fountains, waterfalls and their pumping systems – Pool cover and related equipment – Fill line and fill valves – Built-in or detachable cleaning equipment including, without limitation, pool sweeps, pop-up heads, turbo valves, skimmers, chlorinators, and ionizers – Fuel storage tanks – Disposable filtration mediums – Heat pump – Multi-media centers – Dehumidifiers.

#### 7. WATER SOFTENER

COVERED: All components and parts, except:

NOT COVERED: Leased or rented units.

#### 8. WELL PUMP

COVERED ITEMS: All components and parts of well pump utilized as a source of water to the home, except:

NOT COVERED: Above or underground piping, cable or electrical lines leading to or from the well pump, including those that are located within the well casing – Well casings – Pressure switches not located on the pump – Holding, storage or pressure tanks – Booster pumps – Redrilling of wells – Well pump and all well pump components for geothermal and/or water source heat pumps.

NOTE: AHS will pay up to \$1,500 per contract term for access, diagnosis and repair or replacement.

#### 9. SEPTIC SYSTEM PUMPING & SEPTIC SEWAGE EJECTOR PUMP

## NOTE: This option is only available for First Year Customers and is not renewable.

COVERED ITEMS: Mainline stoppages that can be cleared through an existing access or clean out without excavation – The septic tank will be pumped once during the contract coverage term if the stoppage is due to septic back up – Sewage ejector pump for septic system only (plumbing sewage ejector pumps are not covered unless the CoveragePlus Package is purchased).

NOT COVERED: Broken or collapsed sewer lines outside the foundation – Stoppages or roots that prevent the effective use of any externally applied sewer machine cable – Cost of finding or gaining access to the septic tank or sewer hook-ups – Disposal of waste – Chemical treatment of the septic tank and/or sewer lines – Tanks – Leach lines – Cesspool – Any mechanical pump or systems.

#### I. LIMITATIONS AND EXCLUSIONS

NOTE: Unless otherwise specified in this contract, the following limitations and exclusions apply:

#### **General Exclusions from Coverage**

1. This contract does not cover:

- a. Routine maintenance (you are responsible for providing maintenance and cleaning of covered items as specified by the manufacturer);
- b. Repair or remediation of cosmetic defects;
- c. Electronic, computerized, or comfort control home management systems:
- d. Repair, replacement, installation, or modification of any covered item or component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect; or
- e. System or appliance upgrades, or repairs or replacements
- (i) when the malfunction is due to missing components, parts, or equipment:
- (ii) when the malfunction is due to lack of capacity in the existing system or appliance;
- (iii) when the malfunction is due to a system or appliance whose parts or components are improperly mismatched in terms of capacity or efficiency (unless the ServicePlus Package is purchased); or
- (iv) to comply with any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements.
- 2. AHS is not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials.
- 3. In regards to mold, mildew, bio-organic growth, rot, fungus, or pest damage, AHS is not responsible or liable for:
- a. Damages caused by such substances;
- b. Diagnosis, removal or remediation of such substances; or
- c. Repairs or replacements necessitated by such substances.

#### Partial Exclusions from Coverage and Certain Additional Fees

- 4. AHS is not responsible or liable for:
- a. Providing or closing access to covered items;
- b. Costs of construction, carpentry, or other modifications necessary to remove, relocate, or install equipment; or
- c. Restoration of any wall or floor coverings, cabinets, counter tops, tiling, paint, or the like.
- 5. You may be charged an additional fee by the Service Contractor:
- a. To obtain legally required permits;
- b. To dispose of an old covered item; or
- c. If cranes are needed to install or remove any equipment located on a roof top.

#### **Coverage Exceptions Applicable to Certain Breakdowns**

- 6. AHS is not responsible or liable for repairs or replacements when the malfunction is due to:
- a. Misuse, abuse, or mistreatment, including but not limited to, removal of parts and damage by people, pests, or pets;
- b. Improper repair or modification of the item prior to or during the contract term;
- c. Accidents, fire, freezing, water damage, electrical failure or surge, or excessive or inadequate water pressure;
- d. Lightning, mud, earthquake, soil movement, storms, or acts of God: or
- e. A manufacturer's use of improper design, improper materials or formulations, a defective manufacturing process, or other manufacturing defects.

#### **General Limitations of Liability**

- 7. AHS's policy is to abide by all current federal, state and local laws, regulations and guidelines. AHS will not be liable for any violations prior to the beginning of the contract term and will not perform future repairs or replacements that violate any such laws, regulations or guidelines.
- 8. AHS is not responsible or liable for secondary, incidental, and/ or consequential loss or damage resulting from the malfunction of any covered item, or a Service Contractor's neglect or delay in providing, or failure to provide, repair or replacement of such item, including, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, personal and/or property damage.
- 9. AHS is not responsible or liable for any delay in service or failure to provide service caused by conditions beyond AHS's control.

#### J. SHARED SYSTEMS AND APPLIANCES

- 1. If this contract is for a duplex, triplex, or fourplex dwelling, then all units within the dwelling must be covered by one AHS contract for coverage to apply to shared systems and appliances.
- 2. If this contract is for a multi-unit dwelling other than those specified in Section J.1, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are not covered.
- 3. Except as otherwise provided in this Section, shared systems and appliances are not covered.

#### K. RENEWAL AND CANCELLATION

- 1. This contract may be renewed at the sole discretion of AHS. In that event, you will be notified of the plan fee and terms for renewal.
- 2. If you select the monthly payment option and AHS elects to renew your contract, AHS will notify you of the plan fee and terms of renewal during the 10<sup>th</sup> month of your contract term. You will automatically be renewed for a 1 year coverage period unless you notify AHS in writing 30 days prior to the contract expiration. The first payment for the next contract will serve as your final authorization for another contract term.

- 3. A. AHS will not cancel this contract, except:
  - (1) for nonpayment of contract fees:
  - (2) for fraud or misrepresentation of facts material to the issuance of this contract;
  - (3) when the contract is for listing coverage and close of sale (escrow) does not occur, if applicable;
  - (4) upon mutual agreement of AHS and the contract holder; or
  - (5) if the contract holder either threatens to harm or actually harms the safety or well-being of: (i) AHS; (ii) any employee of AHS; (iii) a Service Contractor; or (iv) any property of AHS or of the Service Contractor.
- B. This contract may be cancelled by the contract holder:
- (1) within the first 30 days following the Effective Date;
- (2) at any time, if enrolled in the monthly payment option; or
- (3) when mutually agreed upon by AHS and contract holder.

In such cases, this contract shall be deemed void and the provider of funds shall be entitled to a full refund of the paid contract fees less any service (and claims) costs incurred by AHS.

- C. If AHS cancels or agrees to allow the contract holder to cancel after the 30<sup>th</sup> day, then the provider of funds shall be entitled to a pro rata refund of the paid contract fees for the unexpired term, less: (a) an administrative fee of up to \$35; and (b) any service (and claims) costs incurred by AHS (collectively, the "Cancellation Fees"). A 10% monthly penalty shall be added to refunds not paid or credited within 45 days after the return of this contract to AHS.
- D. If the contract fees are billed through a mortgage loan that is later sold or paid in full, then uninterrupted coverage can be arranged by immediately calling (800) 247-4749 to establish an alternate payment method. This contract will be deemed cancelled if the contract holder fails to initiate such payment arrangements within 30 days.

#### L. MISCELLANEOUS

Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

## New Hampshire residents only: IMPORTANT INFORMATION TO CONTRACT HOLDERS

If you need to contact someone about this contract for any reason, please contact American Home Shield Corporation at the following address and telephone number: American Home Shield Corporation, Post Office Box 849, Carroll, Iowa 51401, (800) 776-4663. If you have been unable to contact or obtain satisfaction from the Company, you may contact the New Hampshire State Insurance Department: 21 South Fruit Street, Suite 14, Concord NH 03301, (800) 852-3416. Written correspondence is preferable so that a record of your inquiry is maintained. When contacting the Company of the Insurance Department, have your contract number available.

## TIPS ON YOUR

## **HOME SYSTEMS & APPLIANCES**

#### **AIR CONDITIONING**

- ▶ To ensure efficient operation, check filters every month. Clean or replace as needed.
- D Have annual system maintenance service performed before the cooling season begins.
- D Keep the condensing unit free of debris, including shrubs and plants.

#### **HEATING**

- D Check filters every month.
- D Smell around the appliance for gas odors.
- D Have annual system maintenance service performed before the heating season begins.

#### RANGES/OVENS/COOKTOPS

- D If you have a self cleaning oven, do not use any other method to clean it.
- ▶ Mineral deposits on the electric heating element can be cleaned with vinegar.
- D Clean or change range hood exhaust filters regularly.

#### **ELECTRICAL**

- ▶ To help prevent power outages, make sure there are not too many appliances plugged into one circuit.
- ▶ Regularly use self-test button on ground fault circuit interrupters/arc to ensure proper working order.
- D In order to prevent overheating, light fixtures have a maximum bulb wattage rating. Check the rating of each fixture before installing brighter bulbs.

#### **PLUMBING**

- Maintain water softener according to manufacturer's recommendations.
- D Water filters and ice-maker filters should be changed according to manufacturer's recommendations.
- D Periodically run water in rarely used plumbing fixtures, such as utility sinks. This will prevent the traps from drying out and reduces the chances of sewer gases entering your home.

#### Information for Enrollment

Online

www.ahshome.com

**Phone** 

866-797-4788

Español: 1 800 250 2025

Fax 1 800 329 2478

Mail with Payment

AHS, P.O. Box 2803 Memphis, TN 38101 **Mail without Payment** 

AHS, P.O. Box 849 Carroll, IA 51401

### BUILD YOUR COLDWELL BANKER HOME PROTECTION PLAN

#### 01. INFORMATION

#### **PROPERTY**

Property Address to be Covered		
City	State	ZIP

#### **SELLER'S INFORMATION**

Name			
Dhana Musahan			
Phone Number			
Mailing Address			
City	State	ZIP	
City	State	211	
Real Estate Company			
Agent Name			
Agent email Address			
Main Office Phone Number			
Listing Expiration Date (if Selling)			
Library Expiration Date (if Ociling)			

#### **BUYER'S INFORMATION**

Name		
Phone Number		
Mailing Address		
City	State	ZIP
Real Estate Company		
Agent Name		
Agent email Address		
Main Office Phone Number		

#### **CLOSING COMPANY**

Closing Company Name		
Phone Number	Fax Number	
Estimated Closing Date	Closing Number	
Closing Representative Name		

\$95 Trade Service Call Fee for each service contractor of a different trade requested, or actual cost, whichever is less. Additional charges may apply to certain repairs and replacements.

- \* Refrigerator must be located in the Kitchen unless Kitchen Refrigerator option is purchased.
- \*\* Kitchen Refrigerator option must be purchased.
- \*\*\* Not available for Condo/Townhome/Mobile Home except Spa Equipment.

#### 02. COVERAGE

A.CORE COVERAGE PLAN®	Seller & Buyer	Buyer
Single Family Home (SFH)	\$535	\$475
Condo/Townhome/Mobile Home	\$495	\$435
New Construction SFH (yrs. 2–5)	N/A	\$709
▶ New Construction Condo (yrs. 2–5)	N/A	\$619
OPTIONAL PACKAGES (may be added to	Core Coverage Plan®)	
▶ ServicePlus Package®	\$80	\$80
CoveragePlus Package®	\$55	\$55
B.FLEXPLAN COMBO® (Includes Core Co & ServicePlus Package)	overage Plan, CoverageF	Plus Package
□ Single Family Home (SFH)	\$615	\$555
▶ Condo/Townhome/Mobile Home	\$575	\$515
New Construction SFH (yrs. 2–5)	N/A	\$789
New Construction Condo (yrs. 2–5)	N/A	\$699
Note: For Duplex, Triplex and Fourplex pro 5,000 sq. ft. and 10,000 sq. ft. and homes call <b>866-797-4788</b> for a quote.		

### 03. BUYER OPTIONS

▶ Washer/Dryer/Refrigerator w/Ice Maker & Dispenser*	\$110
	\$45
▶ Additional Refrigerator w/Ice Maker & Dispenser**	\$25
D Washer and Dryer	\$80
▶ Free Standing Ice Maker	\$50
	\$165
D Swimming Pool/Inground Spa Equipment (shared equipment)	"\$165
▶ Additional Swimming Pool or Inground Spa Equipment***	\$85
	\$40
D Well Pump <sup>™</sup>	\$85
▶ Septic System Pumping & Septic Sewage Ejector Pump***	\$30

### 04. TOTAL & SIGN

Coverage Total (#02)	\$
Buyer Options Total (#03)	\$
Total	\$

American Home Shield may provide compensation to real estate brokers and their related companies for services provided in connection with its home protection plan program. In connection with the program, a broker may provide information regarding you and your home to AHS. This information will be used by AHS only in connection with its home protection plan program and will not be shared with any third party. By submitting this application, you authorize the broker to share such information with AHS and authorize AHS to use such information in connection with its program. You are not required to buy a home protection plan and, if you want one, you are not required to buy it through a broker or sales associate.

- D I accept the benefits of the Coldwell Banker Home Protection Plan coverage. I received a copy of the Coldwell Banker Home Protection Plan contract and understand the key terms, coverage, limitations and exclusions, and had the opportunity to ask questions regarding such coverage.
- D I decline the opportunity to purchase the Coldwell Banker Home Protection Plan coverage.

Signature Date

## NOTES ABOUT YOUR HOME PROTECTION PLAN

#### Coverage for Undetectable Pre-Existing Conditions

There may be conditions that existed prior to the start of the home protection plan and could not be detected by either a visual inspection or a simple mechanical test. Our ServicePlus Package® or the FlexPlan Combo® can provide you with additional coverage for many of these circumstances.

#### **Code and Permit Violations**

As building and repair codes are revised, more safety precautions are put into effect. Those revisions become the new requirement when replacing older equipment. With the ServicePlus Package® or the FlexPlan Combo®, AHS will cover certain code violations up to a \$250 limit during your home protection plan term and the cost for obtaining permits up to a \$250 limit per occurrence when related to the repair or replacement of covered items.

## At AHS, we want you to fully understand your home protection plan and the value it provides.

To get the most out of your **Coldwell Banker** Home Protection Plan:

- Please review your contract carefully
- Your home protection plan does not cover all systems and appliances, and coverage varies from state to state
- Make sure you understand what your home protection plan covers and what it does not

## To maximize your coverage and help minimize your chances of an item not being covered, you can purchase the ServicePlus Package® or the FlexPlan Combo®.

Without the ServicePlus Package® or the FlexPlan Combo®, these situations will or may result in not being covered and you may incur additional costs:

- Code violations on a covered home system or structure, such as outdated electrical or faulty plumbing
- Improper installation, repair or modification resulting in damage

## To maximize your coverage and help minimize your chances of an item not being covered, you can also purchase the Coverage Plus Package® or the FlexPlan Combo®.

Without the CoveragePlus Package® or the FlexPlan Combo®, these items are not covered:

 Plumbing faucets, heating registers and grills and air conditioning registers and grills

## Examples of items that are NOT COVERED under any plan or package (see contract for a full list):

- Wood stoves, even if they are the only source for heating, as well as fireplaces, key valves and chimneys
- Electrical breakdowns, such as power failures, surge and circuit overload
- Optional pool accessories, such as pool liners, ornamental fountains and waterfalls
- Misuse, abuse or mistreatment of items will result in a denial of service

#### AHS is NOT LIABLE for hazardous materials

AHS is not liable for the diagnosis, repair, removal or any damages resulting from mold, mildew, bio-organic growth, rot or fungus, even when caused by or related to the malfunction, repair or replacement of a covered system or appliance. AHS will not contract to perform service nor pay costs involving hazardous or toxic materials such as asbestos, mold, lead paint and sanitation of sewage spills.

These coverage examples are merely illustrations to assist you in understanding your contract. Coverage will be based on your FlexPlan® selections and the actual terms and conditions listed in your contract.

If you have any questions about your home protection plan, call us at 866-797-4788.

For Buyers: Your contract package should arrive within four weeks of enrollment. Once you receive it, be sure to create your online account. Doing so will allow you to request service and check account information quickly and easily.

Within your contract package, you'll find your contract and contract number, as well as detailed instructions on how to make a service request. If a covered item breaks down before you receive your contract package, your service request can be placed by calling 866-501-6966 or by visiting www.ahs.com. If for some reason your contract package does not arrive, please contact us at 866-501-6966. Please note that no contract package is sent during the listing coverage period.

The Coldwell Banker Home Protection Plan covers the repair or replacement of many system and appliance breakdowns, but not necessarily the entire system or appliance. Please read the enclosed contract that details specific coverages, exclusions, and limitations. Covers single-family homes under 5,000 sq. feet. The Trade Service Call Fee applies to the initial visit by a service contractor for each covered trade. This initial fee covers any additional service contractor visits required for the same breakdown within 60 days of the original service date. Additional charges may apply for some repairs and replacements. AHS may provide cash back in lieu of repair or replacement in the amount of AHS's actual cost to repair or replace such item, which in most cases may be less than actual retail pricing. For further information regarding AHS's cash payment policies and procedures, please call AHS. System components and appliances will be replaced with units having comparable features, not necessarily the same dimension, color, and/or brand. Any items designated by the manufacturer as commercial are not covered. Limited time offer.

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## FLEXPLAN®







FLEXPLAN COMBO®

**AT A GLANCE** 

The Core Coverage Plan Includes:

- Heating
- Air Conditioning (A/C)
- Ductwork
- Plumbing
- Whirlpool, Motor & Pump
- Plumbing Stoppages
- Water Heaters
- Flectrical

- Exhaust/Vent/Attic Fans
- Built-In Microwaves
- Dishwashers
- Garbage Disposals
- · Ranges/Ovens/Cooktops
- Trash Compactors
- 13 SEER, Rust & Corrosion and Insufficiently Maintained Equipment

You will pay a \$95 Trade Service Call Fee for each service contractor of a different trade requested. 2

COVERAGE PLAN®

CORE

**SERVICEPLUS PACKAGE®** 

**COVERAGEPLUS PACKAGE®** 

#### ServicePlus Package Includes Core Coverage Plan plus:

- Refrigerant Recapture, Reclaim & Disposal
- Removal of Defective Equipment
- Permits (\$250 Per Occurrence)
- Code Violations (\$250 Per Contract Term)
- Mismatched Systems
- · Undetectable Pre-existing Conditions
- Improper Installations, Repairs

or Modifications

#### CoveragePlus Package Includes Core Coverage Plan plus:

- Ceiling Fans
- Telephone Wiring
- Instant Hot/Cold Water
- Doorbells

- Garage Door Openers
- Built-in Food Centers
- Dispensers
- Central Vacuums Smoke Detectors
- Additional Core Coverage Plan Items
   Heating: Geothermal/Water Source Heat Pumps, Registers, Grills & Heat Lamps
- · Air Conditioning: Geothermal/Water Source Heat Pumps, Electric Non-Ducted Wall A/C units, Registers & Grills
- Ductwork: Increase Limit to \$1,000 for Ductwork Located in Concrete
- · Plumbing: Pressure Regulators, Faucets\*, Shower Heads & Shower Arms, Hose Bibs, Toilets of Like Quality (\$600 Per Occurrence), Sewage Ejector Pumps and Increase Limit to \$1,000 for Plumbing Located in Concrete
- Built-in Microwaves: Door Glass & Racks
- Ranges/Ovens/Cooktops: Rotisseries, Racks, Handles, Knobs & Dials
- Trash Compactors: Removable Buckets

#### FlexPlan Combo Includes Core Coverage Plan, ServicePlus Package & CoveragePlus Package Provides the Most Comprehensive Coverage

	Core Coverage	Plan	Core + Servic	ePlus	Core + Coverag	ePlus	FlexPlan (	Combo
Type of Home	Seller & Buyer	Buyer						
Single Family Home <sup>††</sup> (SFH)	\$535	\$475	\$615	\$555	\$590	\$530	\$615	\$555
Condo/Townhome/Mobile Home	\$495	\$435	\$575	\$515	\$550	\$490	\$575	\$515
New Construction SFH <sup>††</sup> (covers years 2-5)	N/A	\$709	N/A	\$789	N/A	\$764	N/A	\$789
New Construction Condo (covers years 2-5)	N/A	\$619	N/A	\$699	N/A	\$674	N/A	\$699

#### Additional Buyer Options | Something else you want to cover? Check out these additional options.

- Washer/dryer/refrigerator w/ice maker & dispenser\*\* \$110
- ▶ Kitchen refrigerator w/ice maker & dispenser \$45
- ▶ Additional refrigerator w/ice maker & dispenser\*\*\* \$25
- D Washer & dryer \$80
- ▶ Free standing ice maker \$50
- ▶ Well pump<sup>†</sup> \$85

- Swimming pool/inground spa equipment<sup>†</sup> \$165
- Swimming pool/inground spa equipment (shared equipment)† \$165
- D Additional swimming pool/inground spa equipment<sup>†</sup> \$85
- ▶ Water softener \$40
- □ Septic system pumping & septic sewage ejector pump† \$30
- 1 Core Coverage Plan must be purchased in conjunction with these packages.
- 2 \$95 Trade Service Call Fee for each service contractor of a different trade requested, or actual cost, whichever is less. Additional charges may apply to certain repairs and replacements.
- \*Chrome builder's standard used when replacement is necessary.
- \*\*Refrigerator must be located in the Kitchen unless Kitchen Refrigerator option is purchased.
- \*\*\*Kitchen Refrigerator option must be purchased.
- †Not available for Condo/Townhome/Mobile Home except Spa Equipment.
- th For Duplex, Triplex and Fourplex properties, SFH between 5,000 sq. ft. and 10,000 sq. ft and homes with a guest unit please call 866-797-4788 for a quote.
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