

For use in CT, MA, ME, NH, RI, VT



The right choice in home warranties.[®]

**COLDWELL
BANKER** 

**HOME
PROTECTION
PLAN**

Issued and Administered by

AHS AMERICAN
HOME SHIELD[®]

YOUR INVESTMENT

What is a Coldwell Banker® Home Protection Plan?

A Home Protection Plan is a service contract that covers the repair or replacement of many of the most frequently occurring breakdowns of home systems and appliances.

Why do I need a Home Protection Plan?

Your home is most likely one of your biggest investments. Unexpected repair or replacement costs can easily strain your budget. Plus, finding a qualified professional to solve your problem can be stressful and inconvenient. A Home Protection Plan cannot prevent systems or appliances from breaking down, but it can help make covered repairs or replacements easier and less costly.

The **Coldwell Banker** Home Protection Plan offers an unprecedented level of choice when it comes to selecting a Home Protection Plan. Homeowners choose the house that fits their family best. Now they can do the same with their Home Protection Plan coverage—it's flexible!

How does the Coldwell Banker Home Protection Plan work?

With the **Coldwell Banker** Home Protection Plan, you build the Home Protection Plan that best fits your needs. When a covered item fails, just call or visit us online to place a service request. An AHS® representative will assign a professional, insured contractor to handle your request.

The contractor will schedule a mutually-convenient time to assess the problem and make

a repair or replacement. Upon arrival, you'll pay your Trade Service Call Fee to the contractor. Once repair or replacement is complete, and as long as we have your proper e-mail address on file, AHS will send you a follow-up customer satisfaction survey regarding the service performed.

How do I benefit from the Coldwell Banker Home Protection Plan?

- You can customize your coverage plan to fit your individual budget and lifestyle.
- Our highly-trained customer service representatives are available 24 hours a day, 7 days a week, 365 days a year to accept your service requests by phone or online.
- After your service request is received, you'll receive prompt, professional service from one of our approved and insured contractors. The contractor will call you to schedule a mutually-convenient time to diagnose your problem.
- Provide us with your proper email address and you'll receive an automatic follow-up after each repair or replacement.



OUR COMMITMENT

AHS founded the home warranty industry in 1971 and today we have over 1.2 million home warranties in force. Because our company focuses all resources and efforts on home warranty service, we lead the industry in listening to our customers' wants and needs in order to provide the most innovative products available.

The **Coldwell Banker**[®] Home Protection Plan is yet another example of our innovation—customers asked for it, and we delivered!

“ **AHS CURRENTLY PROVIDES OVER 1.2 MILLION HOME WARRANTIES NATIONWIDE, AND THE AVERAGE CUSTOMER MAKES OVER 2 SERVICE REQUESTS A YEAR. ”**

Our customer service centers are staffed with highly-trained representatives 24 hours a day, 7 days a week, 365 days a year. Whenever you have a problem with a covered item in your home, we are available to take your request for service. The local contractor will contact you and schedule a mutually-convenient time to assess the problem and make a repair or replacement.

We've created a comprehensive network of screened and approved contractors to serve our homeowners. We consistently monitor their performance and grade them based on our customer satisfaction survey program.

At AHS, we believe that customers who are educated about their home's systems and appliances, especially the recommended maintenance, have a higher degree of satisfaction. That's why we strongly promote homeowner education. As an AHS customer, you will receive:

- Quarterly e-newsletters with useful information related to caring for your home
- Heating and cooling system reminders
- Seasonal maintenance information



YOUR COMFORT

Few things are worse than a sleepless night spent worrying about what will break in your home and how you will pay to repair or replace it. With the **Coldwell Banker®** Home Protection Plan, you can sleep easy. We help reduce the costs of covered repairs and we locate a qualified, professional contractor for you.

With our unique packages and options we can even help cover unexpected costs related to permits, code violations, mismatched systems, septic systems and geothermal conditions. Check out some of the average retail replacement costs for many common home systems and appliances in the chart below. Remember, your **Coldwell Banker** Home Protection Plan covers the repair or replacement of many of the most frequently occurring breakdowns of home systems and appliances, but not necessarily the entire system.



Can you afford **NOT** to have a **Coldwell Banker Home Protection Plan?**

A **Coldwell Banker** Home Protection Plan can help you reduce these potential costs on covered items.

System / Appliance	Replacement Costs ⁺
Plumbing ¹	\$726 - \$990
Water Heater	\$456 - \$520
Electrical ²	\$811 - \$1,255
Pool/Spa Equipment ³	\$1,361 - \$1,900
Heating	\$1,751 - \$4,075
Air Conditioning	\$2,461 - \$4,400
Range	\$531 - \$915
Refrigerator	\$691 - \$975

*This chart shows retail replacement costs for equipment considered “average quality,” as determined by Marshall & Swift, L.P., 2005, and was reprinted with their written permission. Figures presented may be higher or lower in your area. Further reproduction is expressly prohibited.

¹ Replacement of toilet.

² Replacement of 200-amp service panel.

³ Replacement of pool/spa heater.

Please read your contract for specific coverages, exclusions and limitations.

Disclaimer

Not all home systems and appliances are covered. Please read the enclosed contract that details specific coverages, exclusions, and limitations. A Trade Service Call Fee applies to the initial visit by a technician for each covered trade. This initial fee covers any additional technician visits required for the same breakdown within 60 days of original service date. Additional charges may apply to some repairs and replacements. AHS may provide cash back in lieu of repair or replacements in the amount of AHS's actual cost to repair or replace such item, which in most cases may be less than retail pricing. System and appliances: a) will be replaced with units having comparable features, not necessarily the same dimension, color, and/or brand; b) must malfunction due to normal wear and tear during the contract term; and c) designated by the manufacturer as commercial are not covered. Refer to contract for state specific cancellation provisions.

Sample Contract

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

Para asistencia en Español llame al 1-800-250-2025

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.

2. 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 non-emergency 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.**

Sample Contract

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

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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 60th 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. PERMITS

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.

Sample Contract

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

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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.

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

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. 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.

g. TRASH COMPACTORS

COVERED ITEMS: Removable buckets.

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.

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;

Sample Contract

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In Maine, American Home Shield of Maine, Inc. ("AHS")

In New Jersey, New Jersey Home Shield Corporation

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

Para asistencia en Español llame al 1-800-250-2025

I. LIMITATIONS AND EXCLUSIONS (Cont'd)

- 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 required:
 - (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 10th 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 30th 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.

FAQ'S & REGULAR MAINTENANCE

How many times can I use my home warranty?

Unlimited during your contract term. Currently, we have over 1.2 million active warranties in place nationwide. And on average, over 2 service requests are made by our customers each year. In 2007 that resulted in over \$304 million spent nationwide to take care of our customers by repairing or replacing covered items.

Is everything in my home covered by the Coldwell Banker® Home Protection Plan?

No. While not everything is covered, our Home Protection Plan allows you to select additional coverage packages and options. Please review the sample contract in this brochure for specific covered items, terms and conditions, limitations and exclusions.

What out-of-pocket expenses will I have?

For each service request, you will pay a Trade Service Call Fee to each contractor of a different trade (plumber, electrician, etc.) who visits your home to diagnose a problem or perform service. There may be additional costs associated with the repair or replacement of covered items. Please review your contract for more information.

What are undetectable, pre-existing conditions?

These are conditions that existed prior to the warranty and could not be detected by either a visual inspection or a

mechanical test. You may want to consider our ServicePlus Package which provides you with additional coverage for many of these circumstances. Please read your contract for more information.

What are mismatched home systems?

This is when a system or appliance is not properly matched in size or efficiency. This can shorten the life of the system or appliance. The ServicePlus Package will cover this instance provided it happens prior to or during the contract term. Please be sure to read the enclosed sample contract.

Are common service problems expensive?

They certainly can be. In fact, the retail replacement cost for just one system or appliance can cost on average \$1,388*. Some of the most expensive items for homeowners to repair or replace are also some of the most common service requests. For instance, AHS often receives service requests related to heating and air conditioning units. The breakdowns that frequently affect these systems can be complex, time-consuming and expensive. Your **Coldwell Banker** Home Protection Plan covers many of the components in these units to help protect you against unnecessary burdens on your budget.

*The average of the dollar amount shown on the chart within this brochure, Marshall & Swift, L.P., 2005.

Keep your home in the best condition and get the most out of your Home Protection Plan with these helpful tips!



Central Air Conditioning

- To ensure efficient operation, check filters every month. Clean or replace as needed.
- Have annual system maintenance service performed one month before the cooling season begins.
- Keep the condensing unit free of debris.
- Trim shrubs and plants near condensing unit to ensure proper air flow/circulation.



Furnace (Hot Air)

- Check filters every month.
- Smell around the appliance for gas odors.
- Visually inspect exhaust vent for rust, damage or deterioration.
- Have annual system maintenance service performed one month before the heating season begins.



Garbage Disposal

- To clean the disposal, feed a full tray of ice cubes through it while running cold water.
- To prevent stoppages, remember to run water during use and for at least twenty seconds after you finish.
- Make sure rubber splashguard is not damaged or missing.
- Avoid using a garbage disposal if you are on a septic system.



Plumbing

- Toilet paper should be the only paper product flushed down a toilet.
- Maintain water softener according to manufacturer's recommendations.
- Water filters and icemaker filters should be changed according to manufacturer's recommendations.
- Drain sediment from water heater tank according to manufacturer's recommendations.



HOME PROTECTION PLAN

Your Coldwell Banker® Home Protection Plan in four easy steps!

1 Select the Core Coverage Plan® right for you.

Table with 3 columns: Coverage Option, Seller & Buyer Price, Buyer Price. Options include Single Family Home, Condo/Townhome/Mobile Home, New Construction Single Family, and New Construction Condo.

Note: For Duplex, Triplex and Fourplex pricing, please call 1-866-797-4788 for quote. \$95 Trade Service Call Fee for each trade service request, or actual cost, whichever is less.

2 Customize your Home Protection Plan with the selections below.

Table with 3 columns: Coverage Option, Seller & Buyer Price, Buyer Price. Options include ServicePlus Package and CoveragePlus Package.

Optional coverage available to Buyers only.

Table with 3 columns: Coverage Option, Seller & Buyer Price, Buyer Price. Options include Kitchen Refrigerator, Additional Refrigerator, Washer and Dryer, etc.

3 Total your coverage and confirm.

Summary table with 2 columns: Item, Price. Includes Core Coverage Plan, ServicePlus Package, CoveragePlus Package, Additional Options, and TOTAL.

The warranty plan fee may include a service fee payable to the named real estate company for administrative and other services performed in the procurement of plan, including promoting, selling, processing, and advertising the plan.

*Kitchen Refrigerator option must be purchased. **Not available for Condo/Townhome except Spa Equipment.

Form No. 511000 3/08



ORDER: Online www.ahswarranties.com/coldwellbanker Phone 1-866-797-4788

4 Please provide the following information.

Property address to be covered, City, State, Zip, Contract # (Provided when AHS receives your application.)

Please check appropriate box for initiating agent. Required fields have been bolded.

Seller Information

Seller Name, Phone Number, E-mail Address, Mailing Address, City, State, Zip, Real Estate Company, Agent Name, Agent E-mail Address, Main Office Number, Listing Expiration Date

Buyer Information

Buyer Name, Phone Number, E-mail Address, Mailing Address, City, State, Zip, Real Estate Company, Agent Name, Agent E-mail Address, Main Office Number

Closing Company Information

Closing Company Name, Phone Number, Fax Number, Estimated Closing Date, Closing Number, Closing Rep Name, E-mail Address

Phone Español 1-800-250-2025 Fax 1-800-329-2478 Mail without Payment AHS, P.O. Box 849 Carroll, IA 51401 Mail with Payment AHS, P.O. Box 2803 Memphis, TN 38101

HOME PROTECTION PLAN RESOURCES

To purchase a Coldwell Banker® Home Protection Plan:

- Call 1-866-797-4788
- Visit www.ahswarranties.com/coldwellbanker
- Tell your Real Estate Professional
- Ask at closing

Get to know your Coldwell Banker Home Protection Plan.

To get the most out of your Home Protection Plan, please read the sample contract. We want you to understand the full value of the coverage provided. Make sure you understand what your Home Protection Plan covers and what it doesn't. Your Home Protection Plan does not cover all systems and appliances and coverage varies from state to state. Please read your contract carefully so you know what's covered and what's not. Below are some of the most common customer inquiries.

Conditions that may result in a DENIAL.

- Improper installation, repair or modification of an item that results in damage will result in a denial of service or incur additional costs.
- Code violations of a home system or structure such as outdated electrical or faulty plumbing may result in denial of service or incur additional costs.

To provide coverage for the services above, you may purchase the ServicePlus Package. See the summary of coverage page for more information.

- Misuse, abuse or mistreatment of items will result in a denial of service.

Examples of items which are NOT COVERED.

- Plumbing faucets, heating system registers and grills, air conditioning registers and grills are not covered.

To provide coverage for the items above, you may purchase the CoveragePlus Package. See the summary of coverage page for more information.

- Wood stoves, even if only source of heating, as well as fireplaces, key valves and chimneys are not covered.
- Common electrical breakdowns such as power failure/surge and circuit overload are not covered.
- Optional pool accessories such as pool liners, ornamental fountains and waterfalls are also not covered.

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 determined based on your **Coldwell Banker** Home Protection Plan selections and the actual terms and conditions listed in your contract.

AHS Service Made Simple!

1. *Easy to contact us:*

When a covered item breaks down, you can request service by calling 1-866-501-6966 or visiting our web site at www.AHSservice.com. To determine if your breakdown is covered, review the limitations and exclusions sections of your contract.

2. *We assign:*

Our AHS representative assigns a local contractor to handle your request as soon as you make it. Providing your e-mail address allows us to send you updates on the progress of your service.

3. *Schedule, diagnose and repair:*

Generally within four hours of your request, a contractor in good standing with our evaluation process will schedule a time to diagnose and repair your problem. Upon arrival, you'll pay the contractor a Trade Service Call Fee.

4. *Follow-up:*

We want to hear about your service experience! AHS may follow-up with you by phone or e-mail. Providing us with your e-mail address allows you to simply reply to our e-mail and tell us about your experience.

Additionally, even when you're not in need of service, AHS keeps in touch with you through our seasonal mail and e-mail reminders to help you care for your home systems and appliances year-round. It's another way AHS provides value to our customers.

More questions?
Call 1-866-797-4788 or ask your Real Estate Professional.

Create the right **Coldwell Banker® Home Protection Plan** for you.

Step 1: Select your property type and review the contract inside for specific coverage terms and exclusions.

Core Coverage Plan®		Property Type	Seller and Buyer	Buyer
<ul style="list-style-type: none"> • Heating • Air Conditioning (A/C) • Ductwork • Plumbing • Whirlpool Motor & Pump • Included: 13 SEER, Sediment, Rust and Corrosion and Insufficiently Maintained Equipment 	<ul style="list-style-type: none"> • Plumbing Stoppages • Water Heaters • Electrical • Exhaust/Vent/Attic Fans • Built-in Microwaves 	<ul style="list-style-type: none"> • Dishwashers • Garbage Disposals • Ranges/Ovens/Cooktops • Trash Compactors 	<ul style="list-style-type: none"> <input type="checkbox"/> Single Family Home (if 5,000-10,000 sq.ft., call for quote) <input type="checkbox"/> Condo/Townhome/Mobile Home <input type="checkbox"/> New Construction Single Family (covers years 2-5) <input type="checkbox"/> New Construction Condo (covers years 2-5) 	<ul style="list-style-type: none"> \$435 \$395 \$685 \$595

Note: For Duplex, Triplex and Fourplex pricing, please call 1-866-797-4788 for quote.

Step 2: Customize your plan by adding to your Core Coverage Plan from the selections below:

ServicePlus Package®	Seller (Available only if Seller and Buyer Core Coverage Plan selected)	Buyer	Price
<ul style="list-style-type: none"> • Adding this package covers the following service conditions: • Refrigerant Recapture, Reclaim and Disposal • Removal of Defective Equipment • Permits (\$250 per occurrence) 	<ul style="list-style-type: none"> • Code Violations (\$250 per contract term) • Undetectable Pre-existing Conditions • Improper Installations, Repairs or Modifications 	<ul style="list-style-type: none"> • Mismatched Systems 	\$79

CoveragePlus Package®	Seller (Available only if Seller and Buyer Core Coverage Plan selected)	Buyer	Price
<ul style="list-style-type: none"> • Adding this package extends coverage to the following items: • Ceiling Fans • Garage Door Openers • Additional Core Coverage Plan Items: • Heating: geothermal/water source heat pumps, registers, grills and heat lamps • Air Conditioning: geothermal/water source heat pumps, electric non-ducted wall A/C units, registers and grills • Ductwork: increase limit to \$1,000 for ductwork located in concrete • Plumbing: pressure regulators, faucets*, shower heads and 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 and racks • Ranges/Ovens/Cooktops: rotisseries, racks, handles, knobs and dials • Trash Compactors: removable buckets 	<ul style="list-style-type: none"> • Doorbells • Instant Hot/Cold Water Dispensers • Smoke Detectors • Central Vacuums 		\$55

Additional Options

Additional Options	Buyer Coverage Only
Check the optional items that are right for you.	
<input type="checkbox"/> Kitchen Refrigerator w/Ice Maker and Dispenser	\$45
<input type="checkbox"/> Additional Refrigerator w/Ice Maker and Dispenser**	\$25
<input type="checkbox"/> Washer and Dryer	\$80
<input type="checkbox"/> Washer/Dryer/Refrigerator w/Ice Maker and Dispenser	\$102
<input type="checkbox"/> Free Standing Ice Maker	\$45
<input type="checkbox"/> Swimming Pool or Inground Spa Equipment***	\$160
<input type="checkbox"/> Swimming Pool/Inground Spa Equipment (shared equipment)***	\$160
<input type="checkbox"/> Additional Swimming Pool or Inground Spa Equipment***	\$80
<input type="checkbox"/> Water Softener	\$40
<input type="checkbox"/> Well Pump***	\$85
<input type="checkbox"/> Septic System Pumping and Septic Sewage Ejector Pump***	\$30

Step 3: Total and Order:

Core Coverage Plan	\$
ServicePlus Package	\$
CoveragePlus Package	\$
Additional Options	\$
TOTAL:	\$

Enrollment is Easy! call 1-866-797-4788 • Visit www.ahswarranties.com/coldwellbanker

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

*Chrome bucket's standard used when replacement is necessary. **Kitchen Refrigerator option must be purchased. ***Not available for Condo/Townhome except Spa Equipment.

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