

COVERAGE DETAILS

PLEASE VERIFY THAT YOUR INFORMATION BELOW IS CORRECT.

Contract Holder: Lou Magin
Contract Number: 384641868
Contract Term: 08-24-2025 - 02-24-2029 (6 Free Months)
Covered Property: 12191 Verona Ct
Foley, AL, 36535-8118

Property Type: Single Family
Rate: \$1237.50
Service Call Fee: \$75.00
Coverage Plan: Total Plan
Other: N/A

Includes:

Air Conditioning System, Built-In Microwave, Ceiling and Exhaust Fans, Clothes Dryer, Clothes Washer, Cooktop, Dishwasher, Drywall, Ductwork, Electrical System, Garage Door Opener, Garbage Disposal, Heating System, Oven Stove Cooktop, Plumbing Stoppage, Plumbing System, Refrigerator, Water Heater, Whirlpool Bathtub

Optional Coverage:

REQUEST SERVICE

24 HOURS A DAY - 7 DAYS A WEEK

888-531-5403

www.ChoiceHomeWarranty.com



Toll Free: 888-531-5403 www.choicehomewarranty.com

PROTECTION PLAN TERMS AND CONDITIONS

C. COVERAGE (COVERAGE DEPENDENT ON PLAN)

Except for Air Conditioning/Heating/Ductwork, Ceiling Fan/Exhaust Fan/Attic Fan, and Garage Door Opener, the coverage is for no more than 1 Covered Item unless additional fees are paid. Coverage under this Agreement is subject to all other terms and conditions of this Agreement including but not limited to matters listed as "Excluded" under a Covered Item below notwithstanding the word "All" in describing what is "Covered".

1. CLOTHES DRYER – COVERED: All components and parts.

2. CLOTHES WASHER – COVERED: All components and parts.

3. BUILT-IN MICROWAVE – COVERED: All components and parts.

4. OVEN/RANGE/COOKTOP – COVERED: All components and parts.

5. DISHWASHER – COVERED: All components and parts.

6. GARBAGE DISPOSAL – COVERED: All components and parts.

7. REFRIGERATOR – COVERED: All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and Internet connection components.

8. CEILING FAN/EXHAUST FAN/ATTIC FAN – COVERED: All components and parts.

9. GARAGE DOOR OPENER – COVERED: All components and parts.

EXCLUDED: Door. Door track assemblies.

10. AIR CONDITIONING/HEATING/DUCTWORK – COVERED: All components and parts of the following systems: ducted, central, electric, split and package units, forced air (gas, electric, oil), geothermal, wall-mounted units, mini-splits, heat pumps, floor furnace, hot water or steam circulating heat, and electric baseboard. Ducts (unless collapsed or clogged) from unit to point of attachment at registers or grills. If replacing, only the failed components and parts will be upgraded to meet government mandated guidelines.

EXCLUDED: Outside or underground piping. Well pump, and well pump components for geothermal and/or water source heat pumps. Window units. Water towers. Chillers and water lines. Refrigerant line sets. Portable units. Fuel storage tanks. Chimneys. Pellet stoves. Cable heat. Wood stoves (even if only source of heating). Insulation. Collapsed/clogged ductwork. Damper motors. Service valves. Labor, refrigerant, and other costs related to failure of components that are covered under manufacturer's warranty. Legally mandated diagnostic testing when replacing heating or cooling equipment. We will not pay for any modifications necessitated by the repair of existing equipment or the installation of new equipment including, but not limited to, the required Replacement of air handlers when Replacing condensers, and condensers when Replacing air handlers.

11. WATER HEATER (Gas/Electric) – COVERED: All components and parts, including tankless water heaters and circulating pumps.

EXCLUDED: Fuel tanks. Secondary holding or storage tanks. Vents. Flues. Thermal expansion tanks. Energy management systems. Units exceeding 75 gallons.

12. ELECTRICAL SYSTEM – COVERED: Electrical panels, light switches, electric outlets, (D.C.) wiring, light fixtures, and wiring from the electrical panel to any Covered Item.



PROTECTION PLAN TERMS AND CONDITIONS

3. SUMP PUMP – COVERED: Sump pump for ground water.

EXCLUDED: Portable pumps. Backflow preventers. Check valves.

4. CENTRAL VACUUM – COVERED: All mechanical system components and parts.

EXCLUDED: Ductwork. Hoses. Blockages. Accessories.

5. LIMITED ROOF LEAK (Single Family Homes Only) – COVERED: Repair of shake, shingle, and composition roof leaks over the occupied living area. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement. NOTE: If roof must be partially or completely replaced to effect repair, this coverage does not apply.**

EXCLUDED: Porches. Patios. Cracked and/or missing material. Foam roofs. Tar, gravel, or metal roofs. Cemwood or Permatek shakes. Masonite shingles. Flat or built-up roofs. Structural leaks adjacent to or caused by appendages of any kind. Downspouts. Flashing. Gutters. Skylights. Decks. Patio covers. Solar equipment. Roof jacks. Antennae. Satellite components. Chimneys. Partial roof replacement. Preventative maintenance.

6. STAND ALONE FREEZER/ SECOND REFRIGERATOR – COVERED: All components and parts, including integral freezer unit.

EXCLUDED: Audio/Visual equipment and Internet connection components.

7. SEPTIC TANK PUMPING – COVERED: Main line stoppages/clogs. If a stoppage is due to a septic tank back up into the home, then We will pump the septic tank one time during the Agreement term. **We will pay up to \$250 per Agreement term for access, diagnosis and repair and/or Replacement.**

8. SEPTIC SYSTEM – COVERED: Sewage ejector pump. Control box. Jet pump. Aerobic pump. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement.**

EXCLUDED: Leach lines. Field lines. Lateral lines. Tile fields and leach beds. Insufficient capacity. Clean out. Pumping.

9. SPRINKLER SYSTEM – COVERED: Control box. Outside or underground piping. Sprinkler heads. We will pay up to \$500 for access, diagnosis and repair and/or Replacement.

10. STAND ALONE ICE-MAKER – COVERED: All components and parts, including integral freezer unit. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement.**

11. TRASH COMPACTOR – COVERED: All components and parts. **We will pay up to \$500 for access, diagnosis and repair and/or Replacement.**

E. LIMITATIONS OF LIABILITY

1. Except where lower limits apply (e.g. Sections D2, D5, D7, D8, D9, D10, and/or D11), Our maximum liability is \$3,000 per 12-month period for each Covered Item for access, diagnosis, and repair or Replacement. The terms of coverage apply the same whether for Fixed-Term Plan, or for a Monthly Plan. Limits for Monthly Plans and Fixed-Term Plans are calculated per Covered Item within each 12-month period starting from Your original Agreement term effective date. Coverage limit applies in the aggregate when multiple items are listed in the same numbered section.



PROTECTION PLAN TERMS AND CONDITIONS

2. We will pay up to \$500 to provide access to Covered Items through roofs, unobstructed walls, ceilings or floors, concrete covered, embedded, encased or otherwise inaccessible Covered Items. We will return the access opening to a rough finish condition, subject to the \$500 limit.
3. We have the sole right to determine whether a Covered Item will be repaired or Replaced (as defined in Section K). We reserve the right to offer cash or cash equivalent in lieu of repair or Replacement in the amount of Our actual cost (which at times may be less than retail) to repair or Replace any Covered Item. Cash or cash equivalent offered in lieu of repair or Replacement does not include the costs of shipping, tax, or installation. When cash or cash equivalent is issued to Replace a Covered Item, You may not make subsequent claims on such Covered Item for 12 months from the date of issue.
4. We reserve the right to obtain a second opinion at Our expense.
5. This Agreement does not cover routine maintenance or malfunction due to misuse, abuse, neglect, or physical damage. This Agreement only covers failures due to normal wear and tear. In the event coverage is denied, and a You seek to have Us review that denial, We have the right to request routine maintenance records and/or home inspection reports in reviewing Our decision.
6. We are not responsible for upgrades, modifications, components, parts, or equipment required due to the incompatibility of the existing equipment with the Replacement system or appliance or component or part thereof or with a new type of chemical or material utilized to run the Replacement equipment including, but not limited to, differences in technology, refrigerant requirements, or efficiency as mandated by federal, state, or local governments.
7. ~~We are not responsible for any repair, Replacement, installation, or modification of:~~ 1) any Covered Item arising from a manufacturer's recall or defect of said Covered Items; or 2) any Covered Item while still under an existing manufacturer's or distributor's warranty.
8. We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.
9. We are not responsible for the cost to obtain permits.
10. ~~Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.~~
11. You may be charged an additional fee by the Service Provider to dispose of a Covered Item or one of its components.
12. You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance. You also agree that We are not liable for damages caused by the Service Provider, including, but not limited to, consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages.
13. We are not liable for any failure to obtain timely service or delays in obtaining parts or equipment or for delays due to conditions beyond Our control, including, but not limited to, labor difficulties, strikes, riots, pandemic, war, acts of war, fire, floods, embargoes, insurrections, or acts of god. We shall continue performance hereunder with reasonable dispatch whenever such events that caused the delay are removed.





PROTECTION PLAN TERMS AND CONDITIONS

14. You hereby waive all rights to claim attorneys' fees, indirect, punitive, incidental, consequential, and/or multiplied or otherwise increased damages, and any other damages, other than for actual out-of-pocket expenses.

15. Coverage is not for commercial property or residences used as businesses, or for the repair or Replacement of commercial grade equipment, systems, or appliances.

F. MULTIPLE UNITS AND INVESTMENT PROPERTIES

1. No coverage is allowed for duplex, triplex, or fourplex dwellings, unless the particular unit within such dwelling is covered by this Agreement with applicable optional coverage for coverage to apply to Common Systems.
2. If this Agreement is for a particular unit within a multiple unit dwelling with 5 or more units, then only items contained within the confines of Your individual unit are covered. Common Systems are excluded.
3. Except as otherwise provided in this section, Common Systems are excluded.

G. TRANSFER OF AGREEMENT & RENEWALS

1. You may transfer this Agreement at any time. There is no fee to transfer the Agreement.
2. **THIS AGREEMENT MAY BE RENEWED AT OUR OPTION. IN THAT EVENT AND UNLESS YOU CANCEL THIS AGREEMENT, YOU WILL AUTOMATICALLY BE RENEWED TO A MONTHLY-PLAN AT YOUR CURRENT COVERAGE LEVEL AT THE CURRENT PREVAILING MONTHLY-PLAN RATE AND BE NOTIFIED OF SUCH PREVAILING RATE AND TERMS FOR RENEWAL. IF YOU HAVE A MONTHLY-PLAN, UNLESS YOU CANCEL THIS AGREEMENT YOU WILL AUTOMATICALLY BE RENEWED EACH MONTH AT YOUR CURRENT COVERAGE LEVEL AT THE THEN CURRENT PREVAILING MONTHLY-PLAN RATE UNLESS YOU NOTIFY US IN WRITING 30 DAYS PRIOR TO THE END OF YOUR MONTHLY-PLAN AGREEMENT TERM. WE WILL NOTIFY YOU IN WRITING 60 DAYS PRIOR TO ANY CHANGE TO THE MONTHLY-PLAN PREVAILING RATE OR YOUR AGREEMENT. TO CANCEL THIS AGREEMENT, PLEASE CONTACT US TOLL-FREE AT 1-888-531-5403.**

H. CANCELLATION (SEE SECTION I FOR STATE SPECIFIC DETAILS)

1. This Agreement may be cancelled by Us for:
 - a. nonpayment of Agreement Fee by You;
 - b. nonpayment of Service Fee by You;
 - c. fraud or misrepresentation by You of facts material to the issuance of this Agreement; or
 - d. mutual agreement of Us and You.
2. You may cancel this Agreement at any time for any reason.
 - a. If You cancel within the first 30 days of the Order Date, We will refund the paid Agreement Fee less any Service Costs incurred by Us (unless prohibited by law).
 - b. If You cancel at any time after the first 30 days from the Order Date:



PROTECTION PLAN TERMS AND CONDITIONS

- i. We will pay You a pro rata refund of the Agreement Fee paid for the unexpired term at the end of the month of which You cancelled less any Service Costs incurred by Us (unless prohibited by law);
- ii. If Our Service Costs are greater than the Agreement Fees to be refunded, You shall pay us the lesser of:
 - A. the difference between (i) Our Service Costs; and (ii) the Fixed-Term Agreement Fees paid or the Annual Monthly Agreement Fee paid; or
 - B. for Monthly Plans, the amount by which Your Annual Monthly Agreement Fee exceeds the Annual Monthly Agreement Fee paid in the year of Your cancellation.
- iii. In addition, You shall be responsible for an administrative fee of the lesser of:

SERVICE REQUEST LOG

Date	Claim Item	Repair Date	Vendor Name

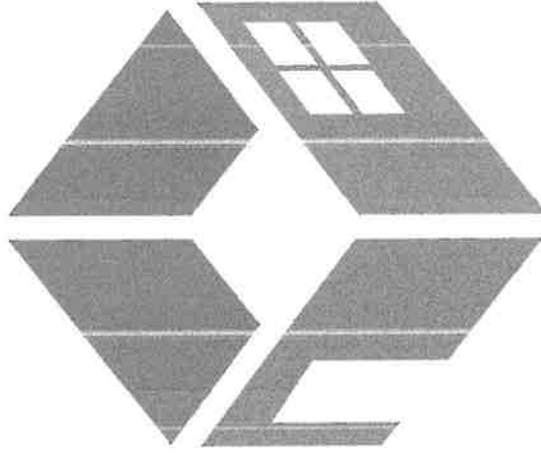


Toll Free: 888-531-5403 www.choicehomewarranty.com



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Edison, NJ 08817

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HOUSTON, TX



*****AUTO**MIXED AADC 773 T3 P1 444
Lou Magin
12191 Verona Ct
Foley, AL 36535-8118

Your Home Warranty Contract is Enclosed

choice warranty

Total Plan

What's Covered:

- Air Conditioning System
- Ceiling and Exhaust Fans
- Cooktop
- Dishwasher
- Clothes Dryer
- Drywall
- Ductwork
- Electrical System
- Garage Door Opener
- Garbage Disposal
- Heating System
- Built-In Microwave
- Oven Stove Cooktop
- Plumbing Stoppage
- Plumbing System
- Refrigerator
- Clothes Washer
- Water Heater
- Whirlpool Bathtub

Additional Optional Coverage:

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