

A. OVERVIEW: “Company” means Complete Appliance Protection, Inc., 1532 NE 96th Street, Suite A, Liberty, MO 64068, the administrator of the Complete Protection Home Warranty program. **“You or Your”** means the recipient of this Plan.

B. TERM OF PLAN: This Plan runs month-to-month. There is a 30-day waiting period before You are eligible to receive repairs under this Plan, beginning on the date of enrollment. If You receive this Plan through a real estate transaction and a 12-month payment is made, the 30-day wait is waived and protection begins on the date of closing, pending receipt of payment. You or the Company may cancel this Plan at any time. The Company must notify You 30 days in advance prior to raising prices or changing the terms and conditions of this Plan. If You cancel the plan You may request a prorated refund, less any claims during the protection period and an administrative fee of \$25.

C. PROTECTION SUMMARY:

1. This Plan is limited to one unit per protected system or appliance (unless additional options are purchased and specifically noted on Your agreement).
2. This Plan protects only those items specifically listed on Your agreement and excludes all others.
3. If the protected property has more than one heating/cooling system the Plan will protect the unit that heats/cools the kitchen by default.
4. Items must be properly installed and in normal working order on the effective date of Your agreement.
5. The Company will provide repair service on Your protected items to restore them to standard operating condition as a result of normal usage and electrical or mechanical component failure.
6. Any part necessary for the normal operation and is contained within the sheet metal skin of the unit is protected by this Plan.
7. All protection is limited to those items within the home’s foundation, except for pipe leaks (as described in Section E1) and any optional items (pool, septic and well systems) selected that are no deeper than 10 feet below grade.
9. You are allowed one Preventive Maintenance check on your HVAC system once every other year (not available under Essential Plan).
10. Repairs will not be authorized, nor reimbursements issued if Your account is past due.
11. This Plan becomes effective only after all other manufacturer, builder, distributor, or extended warranties are exhausted.
12. The Company will determine, at its sole discretion, whether a protected system or appliance will be repaired or replaced. If the Company declines to repair a protected item, You will be reimbursed towards the replacement and installation of a new protected system or appliance per the schedule in Section G.
13. If the Company has paid towards the repair or replacement of a protected system or appliance, that item cannot be removed from Your plan.

D. THIS AGREEMENT DOES NOT PROTECT:

1. Repairs or replacement required as a result of fire, freeze, flood, or other acts of God; accidents; vandalism; neglect; misuse; abuse; missing parts; cosmetic defects; design flaws; manufacturer defect; power failure, shortage, surge or overload; inadequate capacity; mismatched systems; or damages due to pests or pets.
2. Any malfunction, defect or improper condition present prior to the effective date of this agreement and is detectable through a visual inspection or simple mechanical test. A simple mechanical test is defined as turning the item on and off to ensure that it is fully operational. While turned on, the item should operate as intended, without causing damage, irregular sounds, smoke, or other abnormal outcomes.
3. Known pre-existing conditions. The Company reserves the right to request a copy of your home inspection report, where applicable.
4. Consequential or secondary damage, including consequential damages due to a service contractor’s conventional repair efforts of the primary item.
5. Commercial properties and/or residential properties being used for commercial purposes.
6. Systems or appliances classified by the manufacturer as commercial and/or commercial equipment modified for domestic use.
7. Closing access to protected items or the restoration of landscaping, wall coverings, flooring, countertops, or any other structural or cosmetic component.
8. Removal of defective systems and appliances.
9. Cost of construction, carpentry, or other modifications made necessary by a protected repair or replacement.
10. Normal or routine maintenance (outside of the HVAC Preventive Maintenance as described in Section C9). You are responsible for performing normal and routine maintenance and cleaning pursuant to the manufacturer’s specifications, including changing HVAC and refrigerator filters.

E. SYSTEM-SPECIFIC LIMITATIONS

1. PLUMBING SYSTEM

PIPE LEAKS:

Protected: Internal and external pipe leaks that occur due to normal usage including water, gas, and drain lines that service the main home.

DRAIN LINE STOPPAGES:

Protected: Clearing of drain line stoppages through an accessible access cleanout, up to 100 feet from access point.

FAUCETS & SHOWER HEADS:

Protected: Faucets; shower arms and shower heads; pressure regulators; valves for shower, tub, and diverter valves; ball valves; gate valves.

TOILETS:

Protected: Toilets and related mechanisms; toilet wax ring seals.

PLUMBING SYSTEM EXCLUSIONS: Hose bibs; sprinkler systems; pool piping; downspout; landscape drain lines; damage or stoppages caused by collapsed, damaged, or broken drain, vent, or sewer lines outside

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the home's main foundation; damage or stoppages caused by roots; damage or stoppages due to freeze; stoppages that cannot be cleared with a standard 100-foot sewer cable even if within the home's main foundation; hydro jetting; cameras; flow restrictions in fresh water lines; bathtubs; whirlpool tubs and related components; sinks; showers; shower enclosures and base pans; toilet lids and seats; caulking; grouting; water filtration/purification system; septic, holding, or storage tanks (unless additional options are purchased); cost to locate, access, or install cleanouts; polybutylene piping; leak detection tests; water softeners; sump pumps; inadequate or excessive water pressure; sewage ejector pump.

2. ELECTRICAL SYSTEM

ELECTRICAL WIRING:

Protected: Internal wiring; junction boxes; conduit.

MAIN PANEL:

Protected: Main panel; circuit breakers.

OUTLETS & SWITCHES:

Protected: Outlets; switches; fuses.

LIGHT FIXTURES:

Protected: Mounted light fixtures and ballasts.

CEILING & EXHAUST FANS:

Protected: Mounted ceiling fans and bathroom exhaust fans.

ELECTRICAL SYSTEM EXCLUSIONS: Wireless remotes; telephone wiring; heat lamps; intercoms; alarms and related wiring; electronic or computerized energy management or lighting and appliance management systems; security systems; doorbell and related wiring; chimes; smoke detectors.

F. TO REQUEST SERVICE:

1. Service can be initiated by phone at **800-978-2022** or online at www.completehomewarranty.com, 24 hours a day, 7 days a week.
2. You will be provided with a unique authorization number for each appliance or system, each time work is needed. Under normal circumstances, the company will initiate the performance of services within 48 hours after the contract holder requests the services.
3. It is Your responsibility to provide access and clear non-related items away from the area that requires service.
4. Weather conditions and workload will govern service response time. Overtime/holiday rates will not be paid, only straight time, unless the Company deems it a valid emergency. The Company has the sole discretion in determining what constitutes a valid emergency.
5. You may utilize a service company of Your own choosing, or the Company may provide You with a referral, if available.
6. When utilizing a technician of Your choosing, You must call **800-978-2022** to obtain Override Authorization for total repair costs prior to having any repairs completed. Your service company will need to provide an itemized repair estimate, including the breakdown of parts and labor, as well as a specific cause for the failure.
7. The Company will not pay for services procured by You without prior authorization by the Company.

8. To request reimbursement for approved repairs or replacements, please email your receipt/invoice to claims@completehomewarranty.com or fax to 816-792-2009.

G. PROTECTION LIMITS

If the Company declines to repair a protected item, You will be reimbursed towards the replacement and installation of a new protected system or appliance per the following schedule: \$100 for Garage Door Opener, Garbage Disposal, Faucets, Showerheads, Toilets, Light Fixtures, Ceiling and Exhaust Fans; \$150 for Microwave, Thermostat; \$300 for Deep Freeze, Dishwasher, Range/Oven/Cooktop, Dryer, Ice Machine, Trash Compactor, Washer, Water Heater, Wine Cooler; \$350 for Septic Pump, Well Pump, Well Tank; \$500 for AC Evaporator Coil, Furnace/Air Handler, Refrigerator, Pool Pump, Pool Heater; \$700 for AC Outside Condensing Unit, Boiler; \$950 for Packaged Unit. Kitchen and laundry appliances protected under the High-End Option will receive double reimbursement. Plumbing, Electrical, Septic, and Well claims are subject to aggregate maximums as illustrated in the table below.

	Repair	Replacement	Aggregate
PLUMBING			
Water Heater	No Limit	\$300	\$1,000
Plumbing Pipe Leaks	\$1,000	\$1,000	
Drain Line Stoppages	\$1,000	\$1,000	
Faucets & Shower Heads	No Limit	\$100	
Toilets	No Limit	\$100	
ELECTRICAL			
Electrical Wiring	\$1,000	\$1,000	\$1,000
Main Panel	\$1,000	\$1,000	
Outlets & Switches	\$1,000	\$1,000	
Light Fixtures	No Limit	\$100	
Ceiling & Exhaust Fans	No Limit	\$100	
SEPTIC			
Septic Pump	No Limit	\$350	\$1,000
Septic Tank & Lateral Lines	\$1,000	\$1,000	
WELL			
Well Pump	No Limit	\$350	\$1,000
Well Tank	No Limit	\$350	

California Addendum

Services will be performed upon a telephone call initiated by You, or your agent, through our toll-free number **(800-978-2022)** without any requirement that claim forms or applications be filed prior to the rendition of service. Service will be initiated by the Company within 48 hours for any Servicer the Company has under contract. You may also use any Servicer of your choosing immediately after calling in and receiving an authorization number. A new authorization number is required each time service is requested. When using a Servicer of your choice, You must call in **(800-978-2022) after** the diagnosis and estimated cost is determined, **but prior to the repair** so the Company may either decide to approve the repair or a payout towards a new replacement unit.

The High-End Option is for the refrigerator, oven, cook-top, dishwasher, washer and dryer, and provides for the doubling of the payout amount listed in Section G if the item needs to be replaced.

All Plans are non-cancelable during the initial term for which it was issued except for: nonpayment, fraud, misrepresentation of facts material to the issuance of such contract or any Plan providing coverage prior to the time that an interest in the residential property to which it attaches is sold, upon the contingency that such a sale does not occur. Nothing in this section establishes a right for You to renew your Plan.

Georgia Addendum

This is not a contract of insurance and is insured by a surety bond from Great American Insurance. If Company fails to pay a claim within 60 days of the filing of a proof of loss or fails to refund the unearned portion of the consideration paid by You in the event of cancellation then You may make a claim directly to Great American Insurance at 301 E 4th Street, Cincinnati, Ohio 45202.

The Company may only cancel You for fraud, material misrepresentation, or failure to pay. You will be given 30 days notice of any cancellation. The refund will be 100% of the pro-rata unearned consideration paid.

You may cancel at any time and refunds will be based on 90% of the pro-rata unearned consideration paid.

The Company does not have any exclusions for pre-existing conditions that are not reasonably known by You prior to the date of eligibility.

Kentucky Addendum

This service contract is backed by a performance bond issued by the company shown below, and the customer may make a direct claim if Complete Appliance Protection has failed to pay any approved claim within 60 days of its submission.

Bond issued by: United States Fire Insurance Company
 PO Box 2807
 Houston, TX 77252-2807

South Carolina Addendum

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

You may cancel anytime during the first 30 days and get a full refund if no claims have been made. If the Company does not refund your money within 45 days the Company will pay You a 10% penalty per month until the refund is made to You.

This Service Plan is not transferable without the prior approval of the Company.

The Company does not have any exclusions for pre-existing conditions that are not reasonably known by You prior to the date of eligibility.

If damage or breakdown of the device is suspected, You should promptly take reasonable precautions in order to protect against further damage.

In the event of a dispute with the provider of this contract, You may contact the South Carolina Department of Insurance, Capital Center, 1201 Main Street, Ste. 1000, Columbia, South Carolina 29201 or (800) 768-3467. This agreement is not an insurance contract.

ADDENDUM REQUIRED BY THE STATE OF TEXAS.

NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE CONTRACT UNDER TEXAS OCCUPATION CODE § 1303-304.

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS CONTRACT.

FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL'S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

This contract is issued pursuant to a license granted by the Texas Real Estate Commission, and complaints in connection with this contract may be directed to the Commission at P.O. Box 12188, Austin TX 78711, (512) 936-3049.

BUYERS SIGNATURE

Utah Addendum

This service contract or warranty is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

Coverage afforded under this contract is not guaranteed by the Property and Casualty Guaranty Association.

There is no deductible or service call with this plan. The plan is transferable. To transfer the plan you must call the company at 1-800-978-2022 to make arrangements.

This plan does not have exclusions for pre-existing conditions.

Grounds for cancellation of this plan include material misrepresentation, substantial change in risk or substantial breaches of contractual duties. The cancellation is effective no sooner than 30 days after the delivery or first class mailing of a written notice to the contract holder.

Cancellation for non-payment is effective no sooner than 10 days after delivery or first class mailing of a written notice to the insured stating a reason.