

National Home Warranty, during the Coverage Period, will arrange for an Authorized Service Contractor to repair or replace the Covered Systems and Appliances or Covered Items in accordance with the terms and conditions set forth in this Contract between NHW (means National Home Warranty) and the Holder (the individual or entity that purchased coverage from NHW, as specified on the Declaration of Coverage) regarding the Covered Residence (the residence for which the Holder purchased coverage from NHW as specified on the Declaration of Coverage).

## A. COVERAGE

- Coverage is provided only if the Covered Item is located within the interior of the main foundation or garage of the Residence (with the exception of the air conditioner, and if selected, swimming pool and/or spa equipment); and is in place and in good working order at the effective date of the Coverage Period; and is properly maintained and installed throughout the Coverage Period; and malfunctions due to normal wear and tear. **This contract does not cover pre-existing conditions.**
- Please read this Contract carefully. Coverage includes only the items stated as covered (subject to certain limitations and conditions) and excludes all others.
- Coverage is for domestic grade appliances and systems. Domestic grade items are those that were manufactured and marketed solely for installation and used in a residential family dwelling.
- Coverage only applies to occupied, single family dwellings (including manufactured housing), under 4,000 square feet, which is owned or rented for residential use only. **Coverage does not apply to commercial property or residences converted into businesses.** Coverage can be purchased for Residences over 4,000 square feet for an additional Premium ("Premium" means the amount paid by the Holder to obtain coverage from NHW as confirmed in the Declaration of Coverage).
- Coverage only applies to services approved by NHW and performed by their Authorized Service contractor (service provider to be selected at NHW's sole discretion).

## B. COVERAGE PERIOD

**COVERAGE IS EFFECTIVE 30 DAYS FOLLOWING RECEIPT OF PAYMENT BY NHW.** The term of this contract as defined in Section C, subject to the provisions of Sections F, G, H, I and J, and specified on the Declaration of Coverage (document entitled "Declaration of Coverage" NHW sends to the Holder after receipt of payment of the Premium, which is incorporated herein and a part hereof). The Service Contract term (effective and expiration) dates will be confirmed and indicated on the Declaration of Coverage, mailed to you upon our receipt of payment.

### C. SERVICE CALLS

- You must notify NHW immediately of malfunction of a Covered Item by contacting NHW using contact information as follows:
  - Las Vegas area residents may call 702.641.8888
  - Phoenix area residents may call 480.428.8800
  - Tucson area residents may call 520.812.3388
  - Toll free at (855)NHW-4USA (855.649.4872)
  - Email info@NHWUSA.com.
  - Go to our Website at www.NHWUSA.com
- A service call is Received by NHW once NHW has received notice from the Holder of a malfunction via one of the methods of contact in C.1.

- After NHW Receives notice from the Holder of a malfunction, NHW will provide Holder with the name of an Authorized Service Contractor, who will contact Holder directly to schedule an appointment during Normal Business Hours (means 8:00 a.m. to 5:00 p.m. Pacific Time, Monday through Friday, excluding state and national holidays, or the usual hours of operation of an Authorized Service Contractor if more restrictive).
- Notice of malfunction must be given to NHW prior to the expiration of Coverage Period.
- NHW has the sole right to select the Authorized Service Contractor. The Authorized Service Contractor may be affiliated with NHW. NHW will not reimburse Holder for services performed by someone other than an Authorized Service Contractor or services performed without NHW's prior written approval.
- Service calls will be **dispatched** by NHW to an Authorized Service Contractor immediately once Received during Normal Business Hours and within 48 hours on weekends and holidays.
  - Emergency service (means the total loss of heating or cooling, plumbing, or substantial loss of electrical service and/or any other condition which renders the Residence uninhabitable because the conditions immediately endanger the health and safety of the occupants of the Residence) will begin no later than 24 hours after NHW Receives notice from the holder. If you should request our contractor to perform non-emergency service outside of normal business hours, you will be responsible for any additional fees and/or overtime charges.
  - If NHW determines that repairs cannot practicably be completed with 3 calendar days after the Receipt of the service call, NHW will provide a status report to the Holder.
- The Holder is responsible for paying a \$70.00 Service Trade Call Fee and it is due and payable upon arrival of an Authorized Service Technician. **There may be additional fees and/or an increase in the Trade Call Fee if requesting non-emergency service be performed outside of normal business hours.**
  - The Service Trade Call Fee is for each service call dispatched by NHW to an Authorized Service Contractor and scheduled (except as noted in Section C.9), including service calls approved, **excluded**, or denied.
  - A separate Service Trade Call Fee applies for each trade dispatched to the Residence
  - An additional Service Trade Call Fee will be charged on service calls that result in more than four Covered Items to be repaired or replaced per service call, per trade. This includes multiple unit service contracts.
  - In the event the Holder or authorized representative of the Holder fails to be present at the scheduled time of service, or the Holder cancels the service call and the Authorized Service Contractor is in route to the Residence or has already arrived at the Residence, the Holder is responsible for the \$70.00 Service Trade Call Fee.
  - Failure to pay the Service Trade Call Fee will result in suspension of coverage until such time fee is paid and/or result in the cancellation of coverage at the sole discretion of NHW.
- Additional charges may apply to certain repairs and replacements including but not limited to, upgrades, capture and handling of refrigerant gas, second opinions, discarding of appliances, cleaning of pool filters and a/c coils, permits and inspections, etc. In the event that NHW determines that such additional charges are necessary, NHW or the Authorized Service Contractor will notify the Holder of the amount of the additional charges before beginning work. Any additional charges may be due to the Authorized Service Contractor before the work begins.**
- NHW guarantees any parts used in a repair or replacement for 90 days from completion of the work and any labor for 30 days from completion of the work. If NHW determines that the parts used or labor provided by its Authorized Service Contractor failed or were otherwise defective, NHW will repair the failure without an additional Service Trade Call Fee.

## D. COVERED SYSTEMS AND APPLIANCES

ESSENTIAL HOMEOWNER COVERAGE. This Service Contract covers only the items specified in Section D, Section E if elected by the Holder, and is subject to Section F.

### 1. ELECTRICAL COVERAGE

- COVERED:
- MAIN ELECTRICAL PANEL / SUB PANEL, BREAKERS, FUSES.
  - BATHROOM EXHAUST FANS, CEILING FANS (REPLACED WITH BUILDER'S STANDARD AS NECESSARY), ATTIC FANS
  - WALL AND CEILING MOUNTED LIGHTS, WIRING, BALLASTS, STARTERS, SWITCHES, AND SOCKETS.
  - SMOKE DETECTORS (not covered if part of alarm / security system or carbon monoxide detector)
  - DOORBELLS / CHIMES (not covered if part of alarm / security system)
  - TELEPHONE WIRING (WITHIN THE WALLS OF THE MAIN DWELLING), PHONE JACKS

**Not covered: All items not listed above, including carbon monoxide detectors; heat lamps; audio, video, computer, intercom, and alarm security wiring and systems; low voltage relay systems; inadequate wiring capacity; power surges; overloads; vents.**

### 2. GARAGE DOOR OPENER COVERAGE

- COVERED:
- ALL COMPONENTS OF THE OPENER UNIT INCLUDING MOTOR, LOGIC BOARD, GEAR ASSEMBLY, CAPACITOR, RAIL ASSEMBLY, HINGES, SPRINGS.

**Not covered: All items not listed above, including doors, remotes, keypads.**

### 3. CENTRAL VACUUM COVERAGE

- COVERED: POWER UNIT INCLUDING MOTOR AND ELECTRICAL COMPONENTS, DIRT CANISTER.

**Not covered: All items not listed above, including removable hoses and accessories, vacuum duct, lines, pipes, wall jacks, stoppages.**

### 4. PLUMBING COVERAGE

- COVERED:
- CLEARING OF STOPPAGES IN SINK, TUB, SHOWER DRAINS AND TOILETS. CLEARING OF SEWER AND MAINLINE STOPPAGES UP TO 100 FEET WHICH CAN BE CLEARED THROUGH AN EXISTING GROUND LEVEL CLEANOUT (MAINLINE) OR REMOVABLE P-TRAP (BRANCH LINE).
  - FAUCETS, SHOWER HEADS, AND SHOWER ARMS (CHROME BUILDER'S STANDARD USED WHEN REPLACEMENT IS NECESSARY), EXTERIOR HOSE BIBBS ATTACHED TO HOME.
  - LEAKS AND BREAKS OF WATER, DRAIN, GAS, WASTE OR VENT LINES, EXCEPT IF CAUSED BY FREEZING OR ROOTS.
  - PRESSURE REGULATORS INSTALLED & IN PLACE.
  - TOILET TANKS, BOWLS, AND MECHANISMS (REPLACED WITH BUILDER'S STANDARD WHEN REPLACEMENT IS NECESSARY), TOILET WAX RING SEALS.

- VALVES FOR SHOWER, TUB, AND DIVERTER, ANGLE STOPS, RISERS AND GATE VALVES.
  - PERMANENTLY INSTALLED SUMP PUMPS.
  - BUILT-IN WHIRLPOOL TUB MOTOR AND PUMP ASSEMBLIES.
  - INSTANT HOT WATER DISPENSER.
  - GARBAGE DISPOSAL
  - HOLDING OR STORAGE TANKS; EXPANSION TANKS
- Not covered: All items not listed above, including removal of toilet(s) to clear stoppage(s); stoppages caused by roots or foreign objects, collapse of or damage to water, drain, or waste lines caused by freezing or roots; washing machine hook-ups; bathtubs and showers; walk-in tubs and their respective equipment; waste and overflow; shower flange; shower enclosures and base pans; sinks; multi-valve manifolds or Manabloc systems; toilet lids and seats; caulking or grouting; septic tanks; water purifiers; inadequate or excessive water pressure other than pressure regulators; flow restrictions in water lines caused by rust, corrosion, or chemical deposits; sewage ejector pumps; saunas or steam rooms; noise; whirlpool tub jets; fire suppression systems; cost to locate, access, or install ground level cleanouts and/or shut off valves.**

### 5. WATER HEATER COVERAGE:

- COVERED:
- ALL COMPONENTS AND PARTS, INCLUDING PRIMARY CIRCULATING PUMPS.
  - SEDIMENT.
  - TANKLESS AND/OR DIRECT/POWER VENT WATER HEATER REPAIRS AND REPLACEMENTS ARE LIMITED TO \$1000 EACH IN THE AGGREGATE.
  - HOLDING OR STORAGE TANKS; EXPANSION TANKS
  - FLUES AND VENTS.
- Not covered: All items not listed above, including solar water heaters, solar components, noise.**

### 6. KITCHEN APPLIANCE COVERAGE

- TRASH COMPACTOR COVERED:
- ALL COMPONENTS THAT AFFECT THE COMPACTING OPERATION OF THE UNIT INCLUDING MOTOR, RAM ASSEMBLY SWITCH, AND DOOR LATCH.
- Not covered: All items not listed above, including lock and key assemblies.**
- RANGE/OVEN / COOK-TOP / BUILT-IN MICROWAVE COVERED:
- ALL COMPONENTS THAT AFFECT THE HEATING/CLEANING OPERATION OF THE UNIT INCLUDING HEATING ELEMENT, THERMOSTAT, BURNER, CONTROL PANEL, AND PAD. TIMER AND CLOCK ARE COVERED ONLY IF THEY AFFECT THE HEATING OR CLEANING OF THE UNIT.
- Not covered: All items not listed above, including double ovens (unless option selected), timers, clocks, halogen units, magnetic induction cook-tops, refrigerator/oven combination unit, microwave/cook-top drawer combination unit, portable, countertop and/or freestanding microwave, trim kits, detachable components, door glass, lights, light sockets, light switches, pans, trays, shelves, runner guards, interior lining, vents, and flues.**
- GARBAGE DISPOSAL (SEE PLUMBING)
- DISHWASHER COVERED:
- ALL COMPONENTS THAT AFFECT THE CLEANING OPERATION OF THE UNIT INCLUDING THE PUMP, MOTOR, GASKET, TUB, TIMER, FILL VALVE, SEAL,

- DOOR LATCH, AND CONTROL BOARD TOUCH PAD.
- Not covered: All items not listed above, including detachable components, rollers, racks, baskets, lights, light sockets, light switches, dials, knobs.

### 7. AIR CONDITIONER / COOLER COVERAGE

- (Included for buyer / optional for seller\*).
- COVERED:
- NOTE FOR LISTING COVERAGE ONLY: If this option is selected, the Company will pay up to a combined maximum limit of \$1500 during the seller's Coverage Period for Heating, Central Air Conditioning and Ductwork.
- COOLING SYSTEMS DESIGNED FOR RESIDENTIAL APPLICATION, NOT EXCEEDING A FIVE (5) TON CAPACITY.
  - DUCTED ELECTRICAL CENTRAL AIR CONDITIONING AND DUCTED WATER EVAPORATIVE COOLERS, INCLUDING CONDENSER, COMPRESSOR, EVAPORATIVE COIL, AIR HANDLER, THERMOSTAT (REPLACED WITH NON-PROGRAMMABLE BUILDER'S STANDARD AS NECESSARY), REFRIGERANT LINES, LEAKS IN ACCESSIBLE CONDENSATE DRAIN LINES, METERING DEVICE, DUCTWORK.
  - COMPRESSORS (NHW will pay up to \$600 toward repair/replacement in the aggregate)
  - VARIABLE SPEED MOTORS (NHW will pay up to \$350 toward repair/replacement in the aggregate)
  - IF NHW DETERMINES THAT THE AIR CONDITIONING UNIT MUST BE REPLACED, THE COMPANY WILL PAY UP TO \$250.00 FOR THE USE OF A CRANE. COVERAGE DOES NOT APPLY TO ANY OTHER REMOVAL OR DISPOSAL COSTS OR FEES.
  - THE COMPANY WILL REPLACE WITH A COMPARABLE UNIT MEETING CURRENT FEDERAL, STATE, AND/OR LOCAL GOVERNMENT EFFICIENCY STANDARDS.
- Not covered: All items not listed above, including air balancing, gas air conditioning units, portable units, condenser casings, roof jacks or stands, registers and grills, electronic air cleaners, window or wall units, water tower systems, humidifiers, evaporative cooler pads, improperly sized air conditioning units, and units containing contaminated gas.**

### 8. HEATING SYSTEM COVERAGE

- (Included for buyer / optional for seller\*).
- COVERED:
- NOTE FOR LISTING COVERAGE ONLY: If this option is selected, the Company will pay up to a combined maximum limit of \$1500 during the seller's Coverage Period for Heating, Central Air Conditioning and Ductwork.
- HEATING SYSTEMS DESIGNED FOR RESIDENTIAL APPLICATION, NOT EXCEEDING A FIVE (5) TON CAPACITY.
  - PRIMARY GAS OR ELECTRIC HEATING SYSTEMS, BUILT IN WALL (ONLY IF MAIN SOURCE OF HEAT TO HOME), HEAT PUMP, THERMOSTAT (REPLACED WITH NON-PROGRAMMABLE BUILDER'S STANDARD AS NECESSARY), DUCTWORK, HEAT PUMP REFRIGERANT LINES.
  - COMPRESSORS (NHW will pay up to \$600 toward repair/replacement in the aggregate)
  - VARIABLE SPEED MOTORS (NHW will pay up to \$350 toward repair/replacement in the aggregate)

Not covered: All items not listed above, including air balancing, portable units, roof jacks or stands, electronic air cleaners, humidifiers, solar heating systems, fireplaces and key valves, flues and vents, pellet stoves, wood stoves, registers, grills, and units containing contaminated gas.

## 9. PEST CONTROL COVERED:

• FOR THE APPLICABLE SERVICE CALL FEE, NHW WILL PROVIDE PESTICIDE TREATMENT FOR ANTS, ROACHES (ORIENTAL, TURKISTAN, AMERICAN), CRICKETS, SPIDERS, SILVERFISH, MILLIPEDES, CENTIPEDES, PILLBUGS, GROUND BEETLES, EARWIGS, CLOVER MITES, AND SOWBUGS.

Not Covered: Any pest not listed above, fungus, wood destroying organisms, termites, German roaches, bees, wasps, flying insects, ticks, fleas, bed bugs, carpenter ants, Pharaoh ants, fire ants, mice, rats, treatment of infested areas outside the perimeter of the main house foundation.

## E. OPTIONAL COVERAGE

(Requests for optional or additional coverage received more than 30 days after effective coverage date will be subject to a 30-day waiting period or require inspection by a NHW approved contractor.

1. **ONE (1) KITCHEN REFRIGERATOR WITH ICE MAKER** (coverage for additional kitchen refrigerators may be purchased for an additional Premium). COVERED: • ALL COMPONENTS THAT AFFECT THE COOLING OPERATION OF THE UNIT INCLUDING COMPRESSOR, THERMOSTAT, CONDENSER COIL, EVAPORATOR AND DEFROST SYSTEM.

Not covered: All items not listed above, including handles, racks, shelves, drawers, ice crusher, ice and beverage dispenser and respective equipment, interior thermal shells, light bulbs and respective equipment, food spoilage, insulation, multi-media centers, wine vaults.

2. **CLOTHES WASHER/ DRYER (PER SET)** COVERED:

• ALL COMPONENTS THAT AFFECT THE WASHING OR DRYING OPERATION OF THE UNIT INCLUDING BELTS, PUMP, MOTOR, TUB, TIMER, DRUM, THERMOSTAT, TRANSMISSION, AND HEATING ELEMENT.

## F. LIMITATIONS OF LIABILITY

1. NHW will not provide coverage if the safety or wellbeing of NHW, any employee of NHW, an Authorized Service Contractor, or any property of NHW or of the Authorized Service Contractor is harmed or threatened by the Holder.

2. NHW is not responsible for repair or replacement of any item that is related to:

- Improper installation, design, or previous repair.
- Failure to clean or maintain. The Holder is responsible for providing maintenance and cleaning of covered items as specified by the manufacturer. (For example, heating and air conditioning systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils).
- Alterations or modifications.
- The design, inadequacy, inefficiency, or lack of capacity of any system or appliance. NHW will not upgrade due to lack of capacity or inadequate design.
- Misuse or abuse, missing parts, structural changes, freezing, fire, electrical failure or surge, water damage, lightning, mud, earthquake, storms, accident, pest damage, soil movement, or Acts of God.
- A manufacturer's improper design, improper materials, or other manufacturing defects.
- Conditions caused by calcium or sediment build-up (except in water heaters).

3. NHW has the sole right to determine whether a malfunction will be corrected by repair or replacement. The decision to replace Covered Items is based in part on the life expectancy of the existing equipment.

- NHW reserves the right to pay Holder cash in the amount of NHW's actual cost to repair or replace Covered Items instead of repair or replacement.
- If replacement is deemed appropriate, it will be valued in accordance with the life expectancy and depreciated value of the equipment/system.
- If payment in lieu of repair/ replacement is elected, it will be provided based on NHW'S rates with Authorized Service Providers, which may be less than retail. Normal processing time for payment is approximately two weeks.

4. NHW reserves the right to repair Covered Items with non-original manufacturer's parts, including rebuilt or refurbished parts.

5. NHW will pay up to \$2000 aggregate for the life of the Service Contract toward repair/replacement of professional series or ultra-premium Appliances, including, but not limited to, Sub-Zero, Viking, Wolf, Dacor, Jenn-Air or KitchenAid, (individual trademarks are owned by the brand name company). Parts and replacements will be of similar or equivalent quality or efficiency to those being replaced except for limitations stated in this Service Contract.

6. NHW will not upgrade and is not responsible for matching color (including stainless steel) or brand.

7. NHW is not liable for consequential or secondary damages, or for failure to provide service due to conditions beyond its control, such as, but not limited to, delays in obtaining parts or equipment, or labor difficulties.

8. NHW is not responsible for repair of cosmetic issues not deemed by NHW or its Authorized Service Contractor to be a malfunction of a Covered Item.

9. NHW reserves the right to obtain a second opinion.

10. During the Coverage Period, NHW will pay a total of \$500.00 for diagnosis, access, and repair (or replacement) of water, drain, gas, vent lines, electrical, heating or air conditioning system (wire or piping), which are inaccessible or encased in concrete.

11. It may be necessary to open walls, ceiling, or floors to make repairs. If it is determined to be a Covered Item, NHW will close the opening, and return it to a "rough" finish condition, subject to the monetary limits outlined in Section F. 10.

12. Under no circumstances is NHW responsible for restoration of items such as wall coverings, floor coverings, cabinets, countertops, tiling, paint, and the like.

Not covered: All items not listed above, including detachable components, dials, knobs, control board touch pad, plastic mini-tub, venting, filter, lint screen, all-in-one wash/dry unit, soap dispenser.

3. **WATER SOFTENER COVERAGE** COVERED:

• ALL COMPONENTS THAT AFFECT OPERATION OF THE UNIT.

Not covered: All items that do not affect the operation of the unit, certain manufacturers including but not limited to Kinetico, Culligan, and Rayne systems, lack of routine maintenance.

4. **POOL AND/ OR SPA EQUIPMENT COVERAGE**

Note: both pool and spa equipment (including portable spa) are covered when utilizing common equipment. If they do not utilize common equipment, an additional fee is required to cover the second set of equipment).

COVERED:

• ABOVE GROUND AND ACCESSIBLE WORKING PARTS AND COMPONENTS OF HEATING AND FILTRATION SYSTEM, INCLUDING HEATER, MOTOR, FILTER, HEATER TIMER, PUMP, GASKETS, BACKWASH/FLUSH VALVE, POOL SWEEP PUMP AND MOTOR, ABOVE GROUND PLUMBING PIPES AND WIRING.

• VARIABLE SPEED PUMPS (NHW will pay up to \$350 toward repair/ replacement in the aggregate)

Not covered: All items not listed above, including lights; liners; structural defects; solar equipment; jets, fountains, waterfalls, and their respective pumping systems; pool cover and related equipment; fill valves; built-in or detachable cleaning equipment; pool sweeps; pop up heads and their respective equipment; turbo valves; skimmers; chlorinators, ozonators, ionizers, and other water chemistry control equipment and materials; fuel tanks; disposable filtration medias; heat pump; underground electrical, plumbing, and gas lines; remote control panel and switches; air switches; valve actuator motor; salt; salt water circuit board; salt water cell.

13. Where replacement equipment of identical dimensions is not reasonably available, NHW is responsible for providing installation of like quality equipment but is not responsible for the cost of construction or carpentry made necessary by different dimensions or other modifications made necessary by the existing equipment or installing different equipment.

14. Electronic, computerized, or energy management systems or devices, or lighting and appliance management systems including, but not limited to, alarm or security systems, Intelli-switch, Aqua-link, programmable thermostats, remotes, and frequency issues are not covered.

15. NHW will not be responsible for the disposal of a replaced appliance including, but not limited to, air conditioners, evaporative coolers, refrigerators, water heaters, dishwashers, ovens, pool filters, pool heaters, all or in parts.

16. NHW is not responsible for repair or replacement of appliances classified by the manufacturer as commercial.

17. NHW is not responsible for labor costs, replacement, or repairs arising from manufacturer's recall of otherwise Covered Items.

18. NHW is not responsible for labor costs, replacement, or repairs to otherwise Covered Items, while still under an existing manufacturer's warranty.

19. NHW will not upgrade or pay additional costs or expenses that may be required to complete repairs due to building code requirements or violations. This includes city, county, state, federal and utility regulations.

20. NHW will not pay for upgrades, components, parts or equipment required due to the incompatibility of the existing equipment with the replacement system, appliance or component, or any part utilized to run the replacement equipment. This includes without limitation, differences in technology, refrigerant requirements, or efficiency and other mandates by federal, state or local governments. If upgrades are required, NHW will not authorize service until corrective work is completed. If additional costs are incurred in order to comply with regulations, NHW is not responsible for the added expense.

21. NHW is not responsible for the diagnosis, removal, or remediation of mold, mildew, fungus, or any damages resulting from or related to mold, mildew, or fungus, even when caused by or related to the malfunction, repair, or replacement of a Covered Item.

22. This Contract is backed by the full faith and credit of National Home Warranty.

## G. MULTIPLE UNITS

1. If this Service Contract is for a duplex, triplex, or four-plex dwelling, then every unit within such dwelling must be covered by a NHW Service Contract for coverage to apply to common systems. **Should any unit within such dwelling not be covered by a NHW Service Contract, then there is no coverage for common systems and appliances.**

2. If this Service Contract is for a single dwelling within multiple units of 5 dwellings or more, then only items contained within the confines of the covered dwelling are protected. Common systems and appliance are excluded.

## H. RENEWALS

1. This Service Contract may be renewed at the discretion of NHW. If NHW elects to renew this Service Contract the Holder will be notified of the prevailing rate and terms of renewal prior to expiration date. In order to prevent a lapse in coverage, NHW must receive payment from Holder of the renewal Premium on or before the expiration of the Coverage Period. If Holder fails to renew before the expiration of the Coverage Period, Holder is subject to a new 30-day waiting period before coverage begins again.

2. If monthly payment Contract was previously selected and we elect to renew your Contract, we will notify you approximately 45 days prior to expiration of coverage. Your will be automatically renewed for an additional one-year coverage term unless you notify us in writing prior to expiration.

## 5. SEASONAL MAINTENANCE /PRESEASON TUNE UPS

Note: In the event a contract holder places an additional service request while the contractor is performing a pre season tune up at their home, the contract holder is required to pay an additional trade call fee.

COVERED:

• FOR THE APPLICABLE SERVICE CALL FEE, NHW WILL PERFORM AN AC PRE-SEASON TUNE UP ON (1) HVAC UNIT (\$25 FOR EACH ADDITIONAL UNIT) BETWEEN JANUARY 1ST AND APRIL 30TH OR OCTOBER 1ST THROUGH NOVEMBER 30TH. TUNE UP CONSISTS OF THE FOLLOWING INSPECTIONS AND SERVICES (AS NEEDED): INSPECT AND CHEMICALLY CLEAN CONDENSER COIL; INSPECT FOR PROPER REFRIGERANT LEVELS; INSPECT AND CLEAN CONDENSATE DRAIN(S); INSPECT AND CLEAN HEAT EXCHANGER; INSPECT HEAT PUMP OPERATION; INSPECT, CLEAN AND TIGHTEN ELECTRICAL CONNECTIONS; INSPECT AND CLEAN IGNITION ASSEMBLY; INSPECT ALL MOTORS AND CAPACITOR, INSPECT FOR EXCESSIVE VIBRATION / NOISE; INSPECT, CLEAN/REPLACE (HOMEOWNER PROVIDED) AIR FILTERS; INSPECT THERMOSTAT CALIBRATION; INSPECT COMPRESSOR; MONITOR REFRIGERANT PRESSURES; MONITOR HEATING CYCLE; MEASURE VOLTS AND AMPS; MEASURE TEMPERATURE DIFFERENCE SUPPLY / RETURN; INSPECT BLOWER ASSEMBLY, EVAPORATOR COIL AND OTHER COMPONENTS OF INDOOR SYSTEM.

Not Covered: Filters, recharging of refrigerant, clearing of condensate line stoppages; evaporator / indoor coil cleaning.

## I. TRANSFER BY CONTRACT HOLDER

This plan is transferable to a new owner. In that event, please notify us at one of the following:

- 702.641.8888 for Las Vegas area residents
- 480.428.8800 for Phoenix area residents
- 520.812.3388 for Tucson area residents
- Toll free at (855)NHW-4USA (855.649.4872)
- Email info@NHWusa.com

## J. CANCELLATIONS

No Service Contract that has been in effect for at least 70 days may be cancelled by NHW before the expiration of the Coverage Period or 1 year after the effective date of the Coverage Period, whichever occurs first, except on any of the following grounds:

- Failure by the Holder to pay an amount when due;
- Conviction of the holder of a crime which results in an increase in the service required under the Service Contract;
- Discovery of fraud or material misrepresentation by the Holder in obtaining this Service Contract, or in presenting a claim for service under this Contract; An act or omission by the Holder; Discovery of a violation by the Holder of any condition of this Service Contract, which occurred after the effective date of the Coverage Period and which substantially and materially increases the service required under this Contract; or a material change in the nature or extent of the required service or repair which occurs after the effective date of the Coverage Period and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the this Contract was issued or sold.
- If NHW cancels the Contract, the Holder shall be entitled to a prorated refund for the unexpired Coverage Period less any balance(s) due.

- NHW will give at least 15 calendar days notice before cancellation for any of the reasons listed. NHW will provide written notice to the Holder, mailed to the last known address of the Holder according to NHW'S records, and the notice time will be calculated from the date of NHW'S correspondence.
- Holder may cancel the Contract by providing written notice to NHW at:
  - 1675 S. Mojave Rd. Las Vegas, NV 89104
  - info@nhwusa.com
  - 702.641.2227 Fax
- If NHW receives Holder's notice of cancellation within the first 30 days of the Coverage Period, and no claims have been made, then the Holder shall receive a full refund. If NHW fails to refund the purchase price within 45 calendar days from the day on which NHW receives Holder's notification of cancellation, NHW will pay the Holder a penalty of 10 percent of the purchase price for each 30-day period or portion thereof that the refund and any accrued penalties remain unpaid.
- If NHW receives Holder's notice of cancellation after the first 30 days of the Coverage Period or after a claim has been made, then the Holder shall receive a prorated refund for the unexpired Coverage Period less a \$50 administrative fee and any unpaid balances. Normal processing time for refund is within 45-days.

## K. ARBITRATION

By entering into this Agreement the parties agree that all disputes in excess of applicable small claims court jurisdictional limit shall be arbitrated by the American Arbitration Association in accordance with its rules for consumer disputes. The parties further agree that they are giving up the right to a jury trial, or any other legal action. All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled as follows:

- Small claims court; for claims within the applicable small claims court jurisdictional limit, or
- Final and binding arbitration held in the county of the covered property address (or other location mutually agreed upon by both parties) for claims in excess of the Small Claims Court jurisdictional limit.