

# TERMS & CONDITIONS

## 1. Home Warranty Agreement Provider/ Obligor:

The Home Warranty Agreement Provider/Obligor: The Provider/Obligor under this Warranty Agreement is American Warranty Corporation located at 4514 Travis Street, Suite 200, Dallas, TX 75205.

## 2. Definitions:

"We", "Us" and "Our" shall mean the obligor. "You", "Your" or "Homeowner" shall mean the person whose name(s) appear on the cover page of the Home Warranty Agreement. Home Warranty Agreement ("Agreement") shall mean this contract between the obligor and You. "Administrator" shall mean Fixd Repair, LLC, located at 4514 Travis Street, Suite 200, Dallas, TX 75205. "Seller" shall refer to Fixd Repair, LLC, the seller of this Agreement, located at 4514 Travis Street, Suite 200, Dallas, TX 75205.

"Effective Date" means the date listed on the cover page by which a claim may be opened against the Agreement. "Covered Property" means the address that is eligible for coverage identified on the Cover Page. "Service call fee" means an amount due by You for a service visit by an Authorized Service Technician. Service call fees are due whether or not service is ultimately performed.

For claims or information about this Agreement, please call Fixd Repair at **(844) 349-3669**.

## A. GENERAL COVERAGE PROVISIONS

1. In accordance with the terms of the Agreement, We agree to repair or replace systems and appliances used in Your home explicitly listed as "Included". Refer to the Standard Coverage "Covered" Systems and Components. Certain items may not be covered by this Agreement. Refer to the Standard Coverage "**COVERAGE LIMITS**" and "**EXCLUSIONS**".

2. We will provide service on listed covered systems or appliances that:

- a) are installed and located within the perimeter of the Main Foundation and Garage (attached or detached). Systems or appliances located on the exterior or the outside of the home (including porch and patio) are not covered (with exception to, air conditioners/coolers and pools and spa systems when specified as an Option).
- b) were properly installed and in good and safe working order on the Effective Date of this Agreement.
- c) are inoperable due to normal usage after the Effective Date of this Agreement.
- d) are reported during the term of this Agreement.

3. This Agreement does not cover defects known prior to the Effective Date of this Agreement. Known defects are excluded from coverage. Coverage is provided for unknown conditions if the condition would not have been detectable by the Buyer, Seller, or Agent through

visual inspection and simple mechanical test. If the Agreement is part of a home purchase, and an inspection was completed, the inspection report will be required if a claim is filed within 30 days of the inception of coverage. An inspection report may be requested for claims filed in excess of 30 days from the inception of coverage, at the Administrator's discretion.

4. Coverage is for Single Family Dwellings less than 10,000 sq. ft. Coverage is for owned or rented residential properties, not commercial properties or residences used as businesses (including but not limited to daycares, nursing homes, etc.). Where the premises covered by this Agreement are a condominium or multiple units' residence, obligations are limited to the confines of the unit. Common area, and/or shared equipment is not eligible for coverage.

## B. AGREEMENT EFFECTIVE DATES

1. Real Estate Transactions:

- a) Coverage becomes effective the date payment is received from You, and is in effect for one year (365 days) from the Effective Date.
- b) New Construction and related optional coverage becomes effective on the first anniversary of the Close of Sale and continues for one year from that date, provided the Agreement fee was received by Administrator within 30 working days from Close of Sale. All systems and appliances to be covered must be in good working condition at the time coverage begins on the first anniversary after Close of Sale.
- c) Lease Options: Full Payment is due upon occupancy.

2. Non-Real Estate Transactions:

- a) New Agreements that are not part of a real estate transaction include a (30) thirty day waiting period before a claim can be made against the Agreement. Coverage begins thirty-one (31) days after the Agreement purchase date (whether monthly or annual payment method). The initial annual term provides (13) thirteen months of coverage from the Agreement purchase date. All annual renewal terms thereafter will include (12) twelve months of coverage. For monthly payments, coverage will continue as long as all payments are made as scheduled. Annual Agreements may be paid monthly or in full. All monthly Agreements automatically renew unless cancelled by the Agreement holder or Non-renewed by Administrator. Monthly payments must be made by credit or debit card (Visa, Master Card, or American Express) and are subject to a 5% per transaction processing fee.

## C. TO REQUEST SERVICE

1. We are available to accept service requests 24 hours a day, 365 days a year.

2. When You call with a Service Request, We will contact

a Technician and schedule a convenient appointment during normal business hours. When You request a Service Request Online, or through the Fixd Application, You will have the ability to select the appointment time at which You want the Technician to arrive. On weekdays, the Administrator will contact You within 4 business hours of opening a Service Request online or through the Fixd Application.

3. Under normal circumstances, the Technician will initiate the performance of service within 48 hours after the request is submitted by You, unless You request to schedule service at a later date.

a) In the event of an emergency, We will make reasonable efforts to expedite service within 24 hours.

An emergency is defined as a failure resulting in:

- 1) Plumbing failure that causes interior flooding;
- 2) A complete loss of heat or A/C in extreme temperatures;
- 3) A condition that immediately endangers health and safety;
- 4) A system failure that is causing ongoing damage to the home.

b) If You request non-emergency service outside of normal business hours, You will be responsible for payment of additional fees, including overtime.

4. We require You to contact the Administrator so We may have the opportunity to select a Technician to perform service. We will not reimburse You for service performed by a Technician You select without the Administrator's authorization.

5. Only parts required to repair the appliance or system are covered. Parts replaced as part of maintenance of the appliance or system are not covered, even if replaced at the time the appliance or system is being repaired as part of Your approved claim. Each repair requested must have its own Service Request and each Service Request I will be subject to a \$50 Service Call Fee. No more than two repairs under the same trade can be combined on a Service Request. It is the Agreement Holder's obligation to select the product type when requesting service. In the event the Agreement Holder selects the wrong product type the Agreement Holder is required to pay a second service call fee to dispatch the appropriate service request. Failure to pay the Service Call Fee will result in suspension of Coverage until the fee is paid. At that time, Coverage will be reinstated, but the Agreement period will not be extended. Service work is guaranteed for 90-days.

6. To ensure You receive reputable and unbiased service, We have built an extensive network of Technicians who provide service to Our Agreement Holders. However, Our network is not all-inclusive for every trade, in every location. For that reason, We may authorize an out of network Technician, who has not been background checked or verified, to perform service.

7. It is the Agreement Holder's responsibility to have the area of service work free and clear of non-related items for the Technician. In the event the area is not accessible, the Technician will return at a later date and the Agreement

Holder will be responsible for an additional Service Call Fee.

#### D. THIS AGREEMENT DOES NOT COVER:

1. Repairs or replacement required as a result of Fire, Freeze, Flood or other Acts of God, Accidents, Vandalism, Improper Installation, Cosmetic Defects, Design Flaws, Manufacturers' Defects, Structural Defects, Power Failure, Shortage, Surge or Overload, and Inadequate Capacity.

2. Failure to Maintain equipment, Pre-existing conditions including Improper Previous or Attempted repairs, Routine Maintenance, Odors, Noises, Damage due to Pests or Pets, Neglect, Misuse, Abuse, Missing Parts, or Adjustments.

3. We are not responsible for Consequential or Secondary Damage (including Consequential Damages due to a Technician's conventional repair efforts of the primary item) nor for failure to provide timely service due to conditions beyond Our control; including but not limited to, part or equipment delays or labor difficulties.

4. We do not cover systems or appliances classified by the manufacturer as Commercial, Commercial Equipment modified for domestic use, or single family dwellings used for commercial purposes.

5. We are not, under any circumstances, responsible for the diagnosis, repair, removal or remediation of Mold, Mildew, Rot or Fungus, or any damages resulting from or related to Mold, Mildew, Rot or Fungus, even when caused by or related to the malfunction, repair or replacement of a covered system or appliance.

6. ACCESS: We are not responsible for providing or closing access to covered items, except as noted under Limits for Plumbing and Ductwork. We are not responsible for additional charges to remove or install systems, appliances, or non-related equipment in order to make a covered repair; nor do We cover the cost of restoration of wall coverings, floor coverings, counter tops etc.

7. We do not cover the cost for cranes or other lifting equipment.

8. CODE UPGRADES/ TOXIC MATERIALS/ PERMITS/ DISPOSAL: If upgrades are required, We cannot perform service until You complete corrective work. If additional costs are incurred in order to comply with regulations, **We will not be responsible for the added expense, nor will We pay any cost relating to permits exceeding \$250 maximum per Agreement.** Administrator will not perform services involving hazardous or toxic materials including, but not limited to, Asbestos, Mold, Lead Paint, or Sanitation of Sewage Spills.

9. REPAIR/ REPLACEMENT/ UPGRADING: We are not responsible for any delay in obtaining parts or replacement equipment. We reserve the right to repair and/or replace systems and appliances with non-original manufacturer's parts, including rebuilt or refurbished parts. We reserve the right to obtain a second opinion regarding servicing a failure at Our expense. We will not upgrade any covered item. We are responsible for

providing installation of equipment comparable in features, capacity and efficiency, but not for matching in dimensions, color, or brand. We are not responsible for the cost of construction, carpentry, or other modifications made necessary by existing or installing different equipment. We reserve the right to provide cash in lieu of repair or replacement in an amount equal to the fair market value of the product. When providing cash in lieu of replacement, installation is limited to one hour of labor. Payment will be provided based on Our negotiated rates with Our Technicians and Supply Warehouses, which may be less than retail. We are not responsible for work performed once You accept cash in lieu of service. If We provide reimbursement or cash in lieu of service, the approximate time to issuance of a check is 10 business days.

10. We are not responsible for upgrades, 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 (except as noted under Air Conditioner/ Cooler).

11. If the part or service required does not affect the functioning of the working unit, it is not covered. This Agreement covers only the items listed as covered and excludes all others. Please refer to the Exclusions. Coverage is limited to one system or appliance (unless specifically noted or additional options purchased).

12. We are not responsible for loss of income, utility bills, or living expenses.

#### E. SUBROGATION:

In the event that coverage is provided under this Agreement, We shall be subrogated to all the rights You have to recover against any person or organization arising out of any defect which is the subject of a voluntary or mandatory recall campaign, as well as out of any order, judgment, consent decree, or other settlement, and You shall execute and deliver instruments and papers and do whatever is necessary to secure such rights. You shall do nothing to prejudice those rights. Further, all amounts recovered by You for which You have received benefits under this Agreement shall belong to, and be paid to Us, up to the amount of benefits paid under this Agreement. We shall recover only the excess after You are fully compensated for Your loss.

#### F. TRANSFER:

This Agreement is transferrable at no cost anytime during the term of the agreement. You must notify Administrator of this transfer by calling (844) 349-3669.

#### G. RENEWAL:

##### ANNUAL RENEWALS:

This Agreement may be renewed at Our discretion only. In that event, You will be notified of the prevailing rate

and terms of Renewal. Payment Rates may increase upon Renewal. To ensure there is no lapse of coverage, payment must be received prior to Agreement expiration.

#### MONTHLY RENEWAL AGREEMENT:

If a monthly payment Agreement was previously selected and We elect to renew Your Agreement, We will notify You approximately 30 days prior to expiration of coverage. You will be automatically renewed for an additional one-year coverage term unless You notify us in writing prior to expiration.

#### H. CANCELLATIONS:

You may cancel this Agreement at any time. To arrange for cancellation of this Agreement call the Administrator toll-free at (844)-349-3669. If You cancel within the first thirty (30) days after purchasing this Agreement You will receive a full refund, less any claims paid or pending.

If You cancel after thirty (30) days following Your purchase of this Agreement, You will receive a pro rata refund based on the time remaining on Your Agreement, less any claims paid or pending, subject to an administrative fee of \$10.00 or 10% of the Agreement purchase price, whichever is less.

We may only cancel this Agreement for the following reasons: nonpayment of the Agreement price, fraud, or material misrepresentation. If We cancel this Agreement, We will mail You written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of cancellation, and will refund Your payment in full, less any claims paid or pending.

#### Standard Coverage

##### HEATING SYSTEM

**COVERED:** Primary Gas, Oil or Electric Heater, Radiant Heater, Heat Pump, Thermostat, Zone Control systems, Zone valves, Ductwork (including Geothermal and/or water source heat pump components and parts located within the foundation of the home or attached garage which cool and/or heat the home).

**NOTE:** Coverage available on Heating Systems that are the main source of heat to the home, with capacity not exceeding five (5) tons per unit (up to (3) units covered).

**EXCLUSIONS:** HEAT LAMPS, FILTERS, ELECTRONIC AIR CLEANERS, HUMIDIFIERS, FURNACE VENTS & FLUES, ASBESTOS COVERED DUCTWORK, WOOD OR PELLET STOVES (EVEN IF ONLY SOURCE OF HEATING), FIREPLACES (OF ANY KIND) AND KEY VALVES, INSERTS, INSULATION, DAMPERS, COLLAPSED OR CRUSHED DUCTWORK, IMPROPERLY SIZED SYSTEMS OR SYSTEMS WITH MISMATCHED CAPACITY PER MANUFACTURER'S SPECIFICATIONS, SOLAR SPACE HEATING & COOLING SYSTEMS, OUTSIDE OR UNDERGROUND PIPING AND COMPONENTS FOR GEOTHERMAL AND/OR WATER SOURCE HEAT PUMPS, WELL PUMPS & WELL PUMP COMPONENTS FOR GEOTHERMAL AND/OR WATER SOURCE HEAT PUMPS, FREESTANDING UNITS, MAINTENANCE OR CLEANING, NOISES.

**COVERAGE LIMITS: (1) \$3,000 per claim maximum and**

a \$6,000 annual maximum for diagnosis, repair or replacement of Geothermal, Hot Water, Boiler, Radiant Heat (including cable heat), Steam Circulating Heating System, and Water Source Heat Pumps. (2) \$500 per claim and a \$500 annual maximum for diagnosis, repair or replacement of Duct Work. (3) We will provide access to Ductwork, according to the dollar limits specified in (2) above, through unobstructed walls, ceilings, and floors, only, and will return access opening to a rough finish condition (drywall, tape, and mud).

#### AIR CONDITIONER/COOLER (A/C)

**COVERED:** Electric Central Air Conditioning including Condensers, Evaporative Coils, Compressors, Air Handler, leaks in accessible Freon Lines, Electric Wall Air Conditioning, Water Evaporative Coolers, Water Trays and Drip Pans, and Thermostat.

**NOTE:** Coverage available on Cooling Systems with capacity not exceeding five (5) tons per unit (up to (3) units covered). R-410A MODIFICATIONS: If Administrator determines that Air Conditioning unit must be replaced, We will replace the unit with a unit that meets the current Federal, State and/or Local Government efficiency standards and replace necessary covered components, including Air Handling Transition, Evaporator Coil, Refrigerant Lines, Secondary Drain Pan and Line, Plenum, Duct Transition and Indoor Electrical.

- a) If R22 parts or systems are no longer available, Administrator will repair or replace the failed component with R410A equipment and cover the cost of modifications necessary to maintain compatibility.

**EXCLUSIONS:** GAS UNITS, FILTERS, DAMPERS, MAINTENANCE, CLEANING, NOISE, CONDENSER HOUSING, PADS, WATER TOWERS, ROOF JACKS & STANDS, IMPROPERLY SIZED SYSTEMS OR SYSTEMS WITH MISMATCHED CAPACITY PER MANUFACTURER'S SPECIFICATIONS, INACCESSIBLE OR NON VISIBLE COIL LINES, ZONE CONTROL SYSTEMS, CHILLERS, PRE-COOLERS.

**COVERAGE LIMITS: (1) \$3,000 per claim maximum and a \$6,000 annual maximum. (2) \$500 per claim and a \$500 annual maximum for diagnosis, repair or replacement of Duct Work. (3) We will provide access to Ductwork, according to the dollar limits specified in (2) above, through unobstructed walls, ceilings, and floors, only, and will return access opening to a rough finish condition (drywall, tape, and mud).**

#### A/C & HEATING SYSTEM PRE-SEASON TUNE-UPS

**COVERED:** For the applicable Service Call Fee, Administrator will perform 1 A/C Pre-season Tune-up between (state specific, call (844) 349-3669 for information) as follows: Administrator will calibrate thermostat, test temperature split, check refrigerant levels & system pressures, perform amp draw on condenser motor, evaporator motor and compressor, clean condenser coils, check contactors, check condensate lines, clean or replace filters (owner supplied), clean & tighten electrical connections, test capacitors, and test safety switches if requested by Agreement Holder.

**COVERED:** For the applicable Service Call Fee, Administrator will perform 1 Heating System Pre-Season Tune-up between (state specific, call (844)-349-3669 for information) as follows: Administrator will calibrate thermostat, check heat operations, clean or replace filters (owner supplied), clean & tighten electrical connections, inspect pilot system, test safety switches, test limit switches, and clean burners if requested by agreement owner.

**NOTE:** The Agreement Holder is responsible for scheduling the tune-up during the specified pre-season period by calling (844) 349- 3669. In the event an Agreement Holder places an additional Service Request while the Administrator is performing a Pre-Season Tune-up at their home, the Agreement Holder is required to pay an additional Service Call Fee.

**EXCLUSIONS:** FILTERS, RECHARGING OF FREON OR REFRIGERANT, CLEARING OF CONDENSATE LINE STOPPAGES, EVAPORATOR/INDOOR COIL CLEANING INCLUDING ACID CLEANING, CLEANING OR UNCLOGGING SERVICES REQUIRED TO CORRECT PROBLEMS RELATED TO THE LACK OF MANUFACTURER RECOMMENDED MAINTENANCE (FILTERS MUST BE REPLACED MONTHLY).

**COVERAGE LIMITS: Maintenance Tune-ups are covered for 1 unit. You will be responsible to pay the service Administrator \$30 for each additional unit.**

#### PLUMBING SYSTEM

**COVERED:** Drain Line Stoppages, Toilets (including lids and seats), Plumbing Pipe Leaks, Whirlpool Motor & Pump, Shower Valve, Diverter Valve, Instant Hot Water Dispenser, Sump Pump (ground water only), Recirculating Pump, Water Heater up to 70 gal. (unlimited units), Tankless Water Heater, Storage tanks, Water Heater Vent/ Flue Pipes, faucets, shower heads, and shower arms.

**EXCLUSIONS:** ADJUSTMENTS, PLUMBING FIXTURES INCLUDING BATHTUB, SHOWER BASE PANS & ENCLOSURES, SPRINKLER OR SOLAR SYSTEMS, STOP & WASTE VALVES, SEPTIC TANK, STOPPAGES THAT CANNOT BE CLEARED WITH CABLE or HYDRO JETTING, STOPPAGES DUE TO ROOTS, WATER HEATER PUMP ATTACHMENT, SEWAGE EJECTOR PUMP, INTERNAL & EXTERNAL HOSE BIBS, EXPANSION TANKS, ENERGY CONSERVATION UNITS, NOISE, ELECTROLYSIS, WATER SOFTENER, WHIRLPOOL JETS, WATER FILTERS, WATER PURIFICATION SYSTEMS, BIDETS, CONDITIONS CAUSED BY CHEMICAL, CALCIUM, OR SEDIMENT BUILD-UP, CAULKING, GROUTING, INADEQUATE OR EXCESSIVE WATER PRESSURE, FLOW RESTRICTIONS IN FRESH WATER LINES CAUSED BY RUST, CORROSION, OR CHEMICAL DEPOSITS, BASKET STRAINERS, POP-UP ASSEMBLIES, STOPPERS, DIESEL OR OIL FIRED WATER HEATERS, HEAT PUMP/ WATER HEATER COMBINATION UNITS, LEAKS/ DAMAGE CAUSED BY ROOTS, ICE MAKER WATER LINES, MAIN WATER SHUT-OFF VALVE.

**COVERAGE LIMITS: (1) \$2,000 per claim maximum and a \$4,000 annual maximum for diagnosis, repair or replacement for leaks in concrete encased water, drain, gas, or polybutylene piping. (2) Toilet Tanks &**



**Bowls replaced with Builders Standard when necessary. (3) We will provide access, according to the dollar limits specified in (1) above, through unobstructed walls, ceilings, and floors only, and will return access opening to rough finish condition (drywall, tape, and mud). Obstructions to Plumbing are the Agreement Holder's responsibility to remove, and include: Tile, Cabinetry, or any other items permanently affixed or requiring additional work to remove. (4) We clear stoppages which can be cleared with standard sewer cable through an existing clean-out located inside the home without excavation. Administrator will not be responsible for access to Drain or Sewer Lines from vent. (5) We are responsible for only one sewer stoppage clearing per each Main Sewer Line, Secondary Waste Line, or Toilet. (6) Faucets, shower heads, and shower arms will be replaced with chrome builder standard as necessary.**

## APPLIANCES

### MAJOR:

#### Dishwasher:

**COVERED:** Heating Element, Pump, Thermostat, Thermal Fuse, Washer and Spray Arms, Drain Valve, Motor Assembly, Door Switch Interlock, Timer, Float Switch, Inter Valve, Internal Hoses, Control Panel and Related Electrical Parts.

**EXCLUSIONS:** COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING.

#### Oven/Range/ Cooktop:

**COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Surface Unit Controls, Programmed Cooking Controls, Heating Elements (will be replaced with builder's standards only), Internal Wiring.

**EXCLUSIONS:** MEAT PROBE ASSEMBLIES, COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, CHIPPING, OR BREAKAGE TO AN OVEN DOOR OR GLASS/CERAMIC COOKTOP.

#### Kitchen Exhaust Fan:

**COVERED:** All internal related Electrical Parts, including Belts, Fan Motors, Motors, Switches, Relays and Control Boards.

**EXCLUSIONS:** ROOFTOP EXHAUST UNITS, FILTERS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING.

#### Refrigerator:

**COVERED:** Condenser, Defrost Heating Element, Standard Thermostat, Fuse, Relay, Transformer, Motor, Compressor, Pulleys, Timer, Fan Control, Bearings, Pump Motor, Switches, Electrodes, Semi-Conductors, Rectifiers, Gaskets, Valves and Electronics Circuits.

**EXCLUSIONS:** FOOD SPOILAGE OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS OR CHIPPING.  
Stand-alone Freezer:

**COVERED:** All modules, components and parts of a standalone freezer necessary to its functionality.

**EXCLUSIONS:** GLASS DISPLAYS, LIGHT BULBS, DIALS, SHELVES, GRATES, COSMETIC ISSUES OR ABNORMALITIES.

#### Clothes Washer:

**COVERED:** Water Level Switch, Water Inlet Valve, Water Temperature Switch, Drive Basket, Brakes, Clutch Assembly, Timer, Sequencer, Lid Switch and Actuator, Touch Pad, Control Board, Power Supply, Motor, Agitator, Pump Coupling, Wigwag, Drive Belt, Boot Seal, and Related Electrical Parts.

**EXCLUSIONS:** REMOVABLE MINI-TUBS OR BUCKETS, FILTER SCREENS, DAMAGE TO CLOTHING, WATER FLOW RESTRICTIONS DUE TO MINERAL DEPOSITS, DRAWERS, OR COSMETIC ISSUES.

#### Clothes Dryer:

**COVERED:** Gas Valve, Main Burner, Pilot Burner, Thermocouple, Manifold, Transformer, Relay, Regulator, Standard Thermostat, Igniter, Fuse, Sensor, Power Pack, Seals, Drive Belt, Surface Limit Control, Motor, Bearings, Pulleys, Controls (replaced with builder's standard), Timer and Electrical Heating Element.

**EXCLUSIONS:** VENTING, KNOBS AND DIALS, DAMAGE TO CLOTHING, LINT SCREENS, DRYER CABINET FRAGRANCE/HUMIDITY CENTER OR COSMETIC ISSUES.

### SMALL:

#### Wine Refrigerator:

**COVERED:** All mechanical parts and components.

**EXCLUSIONS:** SPOILAGE AND COSMETIC ISSUES.

#### Free Standing Ice-maker:

**COVERED:** Mold and Heater Assembly, Refill Bearing, Ice Stripper, Heating Element, Microswitch, Ejector, Wiring Harness, Ejector Motor, Mounting Module, Ejector Gear, and Lever Arm.

**EXCLUSIONS:** SCRATCHES OR COSMETIC ISSUES.

#### Garbage Disposal:

**COVERED:** All mechanical and electrical components and parts.

**EXCLUSIONS:** PROBLEMS AND/OR JAMS CAUSED BY BONES AND FOREIGN OBJECTS OTHER THAN FOOD.

#### Trash Compactor:

**COVERED:** All components and parts.

**EXCLUSIONS:** SCRATCHES OR COSMETIC ISSUES.

#### Built-in Microwave:

**COVERED:** Door Interlock Electrical Switch, Touch Pad/Controller, Control Board, Power Supply, Motor, Related

Electrical Parts.

**EXCLUSIONS:** COUNTERTOP UNITS, DOOR GLASS, OR COSMETIC ISSUES SUCH AS SCRATCHES, DENTS, OR CHIPPING.

**EXCLUSIONS:** PANS, TRAYS, LIGHTS OR LIGHT SOCKETS, KNOBS, BASKETS, BUCKETS, ROLLERS, RACKS, HANDLES, DOOR SEALS, RUNNER GUARDS, SHELVES, INTERIOR LININGS, TIMERS & CLOCKS (THAT DO NOT AFFECT THE HEATING OR CLEANING OPERATION OF THE UNIT), KNOBS, ROTISSERIES, MEAT PROBES, PORTABLE OR COUNTER TOP MICROWAVES, TRIM KITS, HALOGEN UNITS, REFRIGERATOR/OVEN COMBINATION UNITS.

**COVERAGE LIMITS: (1) \$2,000 per claim maximum and a \$4,000 annual maximum for diagnosis, repair or replacement of Major Appliances. Major Appliance include: Dishwasher, Oven, Range/ Cooktop, Kitchen Exhaust Fan, Refrigerator, Stand-alone Freezer, Clothes Washer and Clothes Dryer (2) Electromagnetic Induction Cooktops replaced with Builder's Standard when necessary. (3) \$350 per claim maximum and a \$1,500 annual maximum for diagnosis, repair or replacement of Small Appliances. Small Appliances include: Trash Compactor, Built-in Microwave, Garbage Disposal, Wine Refrigerator, Free Standing Ice Maker.**

#### ELECTRICAL SYSTEM

**COVERED:** Wiring, Panels and Subpanels, Plugs, Switches and Fuses, Junction Boxes, Circuit Breakers, Conduit, Ceiling Fans, Exhaust Fan, Central Vacuum, Garage Door opener.

**EXCLUSIONS:** LIGHT FIXTURES AND WIRELESS/REMOTE SWITCHES OR CONTROLS INCLUDING THOSE ON CEILING FANS, BULBS, BALLASTS, VENTS. REMOVABLE ATTACHMENTS, ACCESSORIES OR HOSES, PLUMBING/ PIPING WITHIN HOME RELATED TO CENTRAL VACUUM SYSTEM. TELEPHONE WIRING, HEAT LAMPS, INTERCOMS, ALARMS, LOW-VOLTAGE RELAY SYSTEMS, ELECTRONIC OR COMPUTERIZED ENERGY MANAGEMENT OR LIGHTING AND APPLIANCE MANAGEMENT SYSTEMS, DOOR BELL AND RELATED WIRING, CHIMES, SAUNAS OR STEAM ROOMS, SMOKE DETECTORS.

**COVERAGE LIMITS: \$2,000 per claim maximum and a \$4,000 annual maximum. Ceiling Fans replaced with Builder's Standard, when necessary.**

#### GARAGE DOOR SYSTEM

**COVERED:** Motor including belts; capacitor; eye sensors; switches; receiver unit; carriage; push arm; hinges; hardwired keypad; springs.

**EXCLUSIONS:** ADJUSTMENTS TO EYE SENSORS; GARAGE DOOR; CHAINS; TRACKS, ROLLERS; BELT DRIVE; REMOTE RECEIVING/TRANSMITTING DEVICES.

**COVERAGE LIMITS: \$2,000 per claim maximum and a \$4,000 annual maximum. Ceiling Fans replaced with Builder's standard, when necessary.**

#### Optional Coverage

##### SWIMMING POOL - SPA - HOT TUB - PORTABLE SPA EQUIPMENT

**COVERED:** Above ground and accessible working parts and components of heating and filtration system, as follows: Heater, Pump, Motor, Filter, Filter Timer, Gaskets, Blower, Timer, Back Flush Valve, Pool Sweep Motor and Pump, Above ground Plumbing Pipes and Wiring.

**ADDITIONAL COVERED FOR POOLS:** Salt Water Control Unit - Salt Cell - Flow Sensor for the Salt Water Chlorinator.

**EXCLUSIONS:** POOL SWEEP, LEAKS, STRUCTURAL FAILINGS OR DEFICIENCIES, GUNITE, TILE, DECKING, COPING, JETS, ORNAMENTAL FOUNTAINS, LIGHTS, SKIMMERS, POOL LINER, POOL COVER AND RELATED EQUIPMENT, FILL LINE, FILL VALVE, CONTROL PANEL, CONTROL SWITCHES, COMPUTERIZED CONTROL BOARDS AND RELATED EQUIPMENT, CLEANING OR MAINTENANCE OF EQUIPMENT SUCH AS, BUT NOT LIMITED TO, CHLORINATORS, IONIZERS, AND THE LIKE, FUEL STORAGE TANKS, BUILT-IN OR DETACHABLE CLEANING EQUIPMENT INCLUDING POP-UP HEADS, TURBO VALVES, CREEPY CRAWLERS AND THE LIKE, DISPOSABLE FILTRATION MEDIUMS, HEAT PUMP, SOLAR PLUMBING or HEATING EQUIPMENT, VALVE ACTUATOR MOTOR, AND SALT WATER CHLORINATOR.

**COVERAGE LIMITS: \$2,000 per claim maximum and a \$4,000 annual maximum for diagnosis, labor, parts and/or materials.**

##### ADDITIONAL REFRIGERATOR

**COVERED** Items, **EXCLUSIONS**, and **COVERAGE LIMITS** as stated under the **STANDARD COVERAGES, APPLIANCES** Section shall apply.

##### ADDITIONAL CLOTHES WASHER

**COVERED** Items, **EXCLUSIONS**, and **COVERAGE LIMITS** as stated under the **STANDARD COVERAGES, APPLIANCES** Section shall apply.

##### ADDITIONAL CLOTHES DRYER

**COVERED** Items, **EXCLUSIONS**, and **COVERAGE LIMITS** as stated under the **STANDARD COVERAGES, APPLIANCES** Section shall apply.

##### ADDITIONAL WINE REFRIGERATOR

**COVERED** Items, **EXCLUSIONS**, and **COVERAGE LIMITS** as stated under the **STANDARD COVERAGES, APPLIANCES** Section shall apply.

You may purchase Optional Coverage up to 30 days after the Effective Date of Standard Coverage; however, optional coverage shall commence after 30 days from receipt and will expire one year after the Effective Date of Standard Coverage.

## SPECIAL STATE DISCLOSURES

Regulation of service plans may vary widely from state to state. Any provision within this Agreement which conflicts with the laws of the state where You live shall automatically be considered to be modified in conformity with applicable state laws and regulations as set forth below. The following state specific requirements apply if Your Agreement was purchased in one of the following states and supersede any other provision of Your Agreement terms and conditions to the contrary.

**TEXAS only:** We will initiate service within forty-eight (48) hours of request for services by the holder of the Agreement. This Agreement is issued pursuant to a license granted by the Texas Real Estate Commission. Complaints in connection with this Agreement can be directed to the Texas Real Estate Commission at P.O. Box 12188, Austin, Texas 78711, (512) 936-3049. The purchase of a residential warranty agreement is optional and similar coverage may be purchased through other residential service companies or insurance companies authorized to transact business in Texas.

**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.

**NOTICE:** THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL WARRANTY AGREEMENT UNDER TEXAS OCCUPATIONS CODE §1303.304

**ENTIRE AGREEMENT:** This Agreement together sets forth the entire contract between the parties and no representation, promise or condition not contained herein shall modify.



**Locally owned & operated**

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