

Bartley D Corbin, M.A.
 (915) 440-4421
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www.FarmersElPaso.com



Why is AHS® the right choice?

AHS offers the Home Warranty FlexPlanSM... now you have the flexibility to customize your home warranty to fit your individual budget and lifestyle!

When you have a problem, call AHS 24 hours a day, 365 days a year to request service – they'll handle the rest. No more flipping through phone books!

AHS has highly-trained customer service representatives in 4 U.S. service centers ready to help you.

You'll receive reliable, hassle-free service nationwide from one of AHS's 11,000+ professional, insured contractors.

AHS contractors diagnose and solve 93% of homeowner problems in just one visit to the home.

Within the first year of the contract, AHS will follow-up with you each time you receive service to ensure your satisfaction.

REALTORS® recommend AHS over twice as often as the nearest competitor.²



American Home Shield® guarantees that all approved, covered service repairs will be completed to your satisfaction. If for any reason you are not satisfied with the service received, AHS will work with you until you are satisfied or they will refund the amount of the trade service call fee.

Information about your contract.

For each appliance or system, the specific items and conditions that are covered or excluded are detailed in the sample contract in this brochure. For some covered repairs or replacements, there can be additional charges by the contractor (such as disposal of the old equipment) that AHS does not cover. When AHS provides a replacement, it matches the main functional features, but not necessarily color, brand, dimensions or incidental features.

¹-"Home Repair & Remodel" Marshall & Swift L.P., 2004.
²-Unpublished tabulations from the 2005 National Association of REALTORS® Member Profile.



AHS offers service made simple!

1
 When a covered breakdown occurs, you can request service either by calling 1-888-247-4777 or online at www.AHSservice.com.

2
 Once your service request has been received and processed, an AHS representative will assign a local contractor to handle your request.

3
 The contractor will schedule a time with you to diagnose and repair the problem. When the contractor arrives, you'll pay a Trade Service Call Fee.

4
 Once repair or replacement is complete, AHS will follow-up with you to ensure your satisfaction with the service received.

Trade Service Call Fee: \$60

Flexible coverage to customize your plan.

Follow these 3 easy steps to create the right AHS® Home Warranty FlexPlanSM for you:

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

Core Coverage PlanSM		Property Type	Buyer & Seller	Buyer
• Heating Systems	• Microwaves	<input type="checkbox"/> Single Family Home (if 5,000-10,000 sq ft, call for quote)	\$396	\$336
• Air Conditioning Systems	• Dishwashers	<input type="checkbox"/> New Construction Single Family (covers years 2-5)	-	\$585
• Ductwork	• Garbage Disposals	<input type="checkbox"/> Condo/Townhome/Mobile Home	\$376	\$316
• Exhaust/Vent/Attic Fans	• Ranges/Ovens/Cooktops	<input type="checkbox"/> New Construction Condo (covers years 2-5)	-	\$515
• Plumbing Stoppages	• Plumbing/Whirlpool Motor & Pump	<input type="checkbox"/> Duplex	-	\$636
• Electrical	• Trash Compactors	<input type="checkbox"/> Triplex	-	\$941
• Water Heaters	• Included: 13 SEER, Sediment and Insufficiently Maintained Equipment	<input type="checkbox"/> Fourplex	-	\$1246

Step 2: Customize your FlexPlan from the selections below.

ServicePlus PackageSM	Buyer & Seller	Buyer
Adding this package covers the following service problems: <ul style="list-style-type: none"> • Mismatched Systems • Unknown Pre-existing Condition • Code Violations (\$250 per contract term) • Removal of Defective Equipment • Refrigerant Recapture, Reclaim and Disposal • Improper Installation, Repair or Modification • Permits (\$250 per occurrence) 	\$79	\$79

CoveragePlus PackageSM	Buyer & Seller	Buyer
Adding this package extends coverage to the following items: <ul style="list-style-type: none"> • Garage Door Openers • Doorbells • Ceiling Fans • Built-in Food Centers • Telephone Wiring • Central Vacuums • Smoke Detectors • Instant Hot/Cold Water Dispensers 	\$55	\$55

Additional Core Coverage Plan Items	Buyer & Seller	Buyer
• Plumbing: faucets*, shower heads and shower arms, hose bibs, toilets of like quality (\$600 per occurrence) and sewage ejector pumps		
• Heating Systems: registers, grills, heat lamps and window units		
• Microwaves: door glass and shelves		
• Ranges/Ovens/Cooktops: rotisseries, racks, handles, knobs and dials		
• Trash Compactors: removable buckets		
• Air Conditioning Systems: registers, grills and window units		

Step 3: Total and Order.

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

There is a \$60 Trade Service Call Fee per repair visit or actual cost of service, whichever is less. Additional charges may apply to certain repairs and replacements.

Additional FlexPlanSM Options	Buyer & Seller	Buyer
Check the optional items right for you:		
<input type="checkbox"/> Termite Treatment	\$53†	\$53†
<input type="checkbox"/> Kitchen Refrigerator w/Ice Maker & Dispenser	-	\$48†
<input type="checkbox"/> Additional Refrigerator w/Ice Maker & Dispenser*	-	\$27†
<input type="checkbox"/> Washer and Dryer	-	\$85†
<input type="checkbox"/> Washer/Dryer/Refrigerator w/Ice Maker & Dispenser	-	\$108†
<input type="checkbox"/> Free Standing Ice Maker	-	\$48†
<input type="checkbox"/> Swimming Pool	-	\$160
<input type="checkbox"/> Spa	-	\$160
<input type="checkbox"/> Additional Spa	-	\$80
<input type="checkbox"/> Water Softener	-	\$40
<input type="checkbox"/> Well Pump	-	\$91†
<input type="checkbox"/> Septic Pumping w/Sewage Ejector Pump	-	\$30

Call your local Farmers® agent today



The right choice in home warranties.®
*Kitchen refrigerator must be purchased. **Chrome builder's standard used when replacement is necessary. †Includes applicable sales tax. Form no. 870000 TX4407 03/07



Home Warranty FlexPlanSM Texas

Brought to you through



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www.FarmersElPaso.com

AHS® by the numbers

Over 35
 Years of innovation and service in the home warranty industry

1.2 million
 Homes covered today by AHS

Over 15,000
 Service calls processed by AHS every day

Over 2
 Service requests made by customers each year

\$297.9 million
 Spent nationwide by AHS to repair covered homes in 2006



What is a home warranty?

A home warranty is a renewable service contract that covers the repair or replacement of many major systems and appliances in your home.

Why do I need a home warranty?

Because there's a 68%¹ chance that a major system or appliance will breakdown in your home this year. An unexpected repair can be financially devastating to your budget and cash flow. With an AHS Home Warranty FlexPlanSM, you can rest assured that you will receive hassle-free service – and you may save hundreds, if not thousands, of dollars in the process! Coverage like this benefits everyone involved – buyers, sellers and Real Estate Professionals.

What else should I know?

What types of properties are covered?

Property types include single-family homes, condominiums, new construction, townhomes, mobile homes and multi-unit dwellings.

What are some common service problems?

Heating, air conditioning, plumbing, electrical and major appliances – some of the most expensive items for homeowners to repair or replace in their home!

Is everything in my home covered by an AHS Home Warranty?

Not everything is covered. You have choices. The specific items, terms and exclusions are detailed in the sample contract in this brochure.

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I don't know the condition of my systems and appliances. Can they be covered?

Yes. When there may be unknown conditions, select the ServicePlus PackageSM for coverage.

Will AHS ever pay cash instead of repairing or replacing?

Yes, there are three circumstances where AHS will pay cash instead of repairing or replacing: 1) a manufacturer's recall; 2) the repair or replacement results in a code violation; or 3) the replacement system is no longer available.

What is the Trade Service Call Fee?

When you make a service request, you will pay a \$60 fee to each contractor of different trades (plumber, electrician, etc.) that visits your home to diagnose or perform service.



The right choice in home warranties.®



Call your Farmers® Agent today!



Contract # _____
(This will be provided when AHS receives your application.)

STEP ONE – Select the Core Coverage Plan™ right for you.

	Buyer & Seller	Buyer
<input type="checkbox"/> Single Family Home (call for 5,000 to 10,000 sq ft)	\$396	\$336
<input type="checkbox"/> New Construction Single Family (covers years 2-5)	-	\$585
<input type="checkbox"/> Condo/Townhome/Mobile Home	\$376	\$316
<input type="checkbox"/> New Construction Condo (covers years 2-5)	-	\$515
<input type="checkbox"/> Duplex	-	\$636
<input type="checkbox"/> Triplex	-	\$941
<input type="checkbox"/> Fourplex	-	\$1246

\$60 Trade Service Call Fee per repair visit or actual cost of service, whichever is less.
 Additional charges may apply to certain repairs and replacements.

STEP TWO – Customize your FlexPlan with selections below.

	Buyer & Seller	Buyer
<input type="checkbox"/> ServicePlus Package™	\$79	\$79
<input type="checkbox"/> CoveragePlus Package™	\$55	\$55
<input type="checkbox"/> Termites Treatment**	\$53††	\$53††
<input type="checkbox"/> Kitchen Refrigerator w/Ice Maker & Dispenser	-	\$49††
<input type="checkbox"/> Additional Refrigerator w/Ice Maker & Dispenser**	-	\$27††
<input type="checkbox"/> Washer and Dryer*	-	\$85††
<input type="checkbox"/> Washer/Dryer/Refrigerator w/Ice Maker & Dispenser*	-	\$108††
<input type="checkbox"/> Free Standing Ice Maker*	-	\$48††
<input type="checkbox"/> Swimming Pool	-	\$160
<input type="checkbox"/> Spa	-	\$160
<input type="checkbox"/> Additional Spa	-	\$80
<input type="checkbox"/> Water Softener	-	\$40
<input type="checkbox"/> Well Pump	-	\$91††
<input type="checkbox"/> Sewage Pumping w/Sewage Ejector Pump	-	\$30

*Per unit. Can purchase more than one. **Kitchen Refrigerator must be purchased.

**If a Termites Inspection is requested, a \$75 fee (or less, plus applicable tax) will be due at the time of inspection. If termite infestation is found, a licensed pest control company will provide a partial treatment method (as defined by the Texas Structural Pest Control Board Regulations) to treat the perimeter of the main foundation and any areas of live termite infestation inside the home for a service fee of \$200 (subject to appropriate tax) and the Termites Inspection fee will be waived. **Includes applicable sales tax.

STEP THREE – Total your coverage and confirm.

<input type="checkbox"/> AHS® Core Coverage Plan™ (from Step One)	\$
<input type="checkbox"/> Package and FlexPlan™ Option(s) Total (from Step Two)	\$
FlexPlan Total \$	

To decline the benefits of this coverage.

Signature _____ Date _____
 Please read contract for specific coverages, exclusions and limitations.

When a covered item breaks down, contact American Home Shield. AHS will contact an authorized service contractor who will call you during normal business hours to schedule a convenient time to diagnose the problem. **Please do not call a contractor yourself. AHS will not reimburse for work performed without its prior approval.**

**Sample Contract****Sample Contract****Sample Contract****STEP FOUR – Please provide the following information.**

PROPERTY ADDRESS TO BE COVERED: _____

CITY: _____ STATE: _____ ZIP: _____

Please check appropriate box for initiating agent.

SELLER INFORMATION

SELLER NAME: _____

PHONE NUMBER: () _____ E-MAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

BUYER INFORMATION

BUYER NAME: _____

PHONE NUMBER: () _____ E-MAIL: _____

MAILING ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CLOSING COMPANY INFORMATION

CLOSING COMPANY NAME: _____

PHONE NUMBER: () _____ FAX NUMBER: () _____

ESTIMATED CLOSING DATE: _____ CLOSING NUMBER: _____

CLOSING REP NAME: _____ E-MAIL: _____

FARMERS AGENT INFORMATION

AGENT NAME: _____

PHONE NUMBER: () _____ AGENT NUMBER _____

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.

STEP THREE – Total your coverage and confirm.

<input type="checkbox"/> AHS® Core Coverage Plan™ (from Step One)	\$
<input type="checkbox"/> Package and FlexPlan™ Option(s) Total (from Step Two)	\$
FlexPlan Total \$	

To decline the benefits of this coverage.

Signature _____ Date _____
 Please read contract for specific coverages, exclusions and limitations.

When a covered item breaks down, contact American Home Shield. AHS will contact an authorized service contractor who will call you during normal business hours to schedule a convenient time to diagnose the problem. **Please do not call a contractor yourself. AHS will not reimburse for work performed without its prior approval.**

**A. COVERAGE OVERVIEW**

1. American Home Shield (AHS) will repair or replace covered systems and appliances as needed in response to malfunctions that arise due to normal wear and tear during the contract term as defined in Section B (for additional coverage see Section F ServicePlus Package). The covered systems and appliances must be: a. Installed for diagnosis within the confines of the main foundation of the home or attached or detached garage (with the exception of the air conditioner, exterior well pump, septic tank, and pool and/or spa equipment, if selected); b. Domestic grade and are not specified by the manufacturer as commercial; or c. Not covered by a manufacturer's or distributor's warranty, including any extensions thereof.

2. AHS will cover systems and appliances which malfunction due to insufficient maintenance, rust or corrosion, or sediment.

3. AHS has the sole right to determine, according to the terms of this contract, whether a covered system or appliance will be repaired or replaced. When making repairs, AHS reserves the right to rebuild existing parts or components and/or to install rebuilt parts or components. When making replacements, AHS is responsible for installing replacement equipment and parts of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. AHS is not responsible for matching any feature of an existing system or appliance that does not contribute to the primary function of that system or appliance.

4. In instances where the cost of completing a full repair or replacement exceeds a stated contract dollar limit, AHS will pay an amount equal to the contract dollar limit in lieu of providing repair or replacement services. Some or all of such a payment may be made to you and/or a service contractor. In all other instances: a. AHS reserves the right to **require you** to accept cash in lieu of repair or replacement services in an amount based on what the ordinary customer would expect to pay after negotiating the best price for such services in your area and without the benefits of this contract when: (i) Following a response to a covered breakdown, the system or appliance would remain non-compliant with laws, regulations or code requirements;

B. CUSTOMER CONTRACT TERM

NOTE: See your Contract Agreement page for your specific contract term.

1. **HOME SELLER CUSTOMER**
 Home Seller Customer contract term begins upon issuance of a contract number by AHS through the listing period of 180 days, or close of sale (escrow) or termination of listing (whichever occurs first). In the event close of sale (escrow) does not occur in 180 days, AHS may, at its sole discretion, extend the contract term. Home Seller coverage includes items in Section A and, if purchased, Sections F, G, and H.1. only. Home Seller coverage is not available in conjunction with for sale by owner transactions.

2. **FIRST YEAR CUSTOMER**
 Renewal Customer contract term begins upon expiration of previous contract term and continues for 1 year provided plan fee is received by AHS within 30 days after expiration. If plan fee is received by AHS after 30 days of expiration, a new 1 year contract term will begin.

C. REQUESTING SERVICE

1. AHS must be notified for work to be performed under this contract as soon as the problem is discovered and prior to expiration of the contract term. (Refer to your Contract Agreement page for details on how to request service). a. AHS will accept service calls 24 hours a day, 7 days a week. b. AHS will not reimburse for services performed without its prior approval.

2. AHS has the right to select and arrange an AHS authorized service contractor (Service Contractor), which may be a service company affiliated with AHS, to perform the service. a. The contracted services will be initiated under normal circumstances by AHS within 48 hours after your service request is made to AHS. b. The Service Contractor will contact you to schedule the service to be performed during normal business hours.

D. TRADE SERVICE CALL FEE

1. You are responsible for payment of the Trade Service Call Fee after a service request is dispatched and scheduled to a Service Contractor. This includes when: a. A Service Contractor is in route to your home; b. A customer fails to provide accessibility necessary to perform the service request; c. A Service Contractor's diagnosis results in a complete or partial denial of coverage; or d. AHS approves a customer's request for a second opinion.

E. CORE COVERAGE PLAN

NOTE HOME SELLER CUSTOMER: AHS will pay up to a combined maximum limit of \$1,500 for items 1, 2, and 3 in Section E during the listing period.

1. **HEATING SYSTEMS OR BUILT-IN WALL UNITS (Gas, Electric, or Oil if main source of heat to the home)**
NOTE: Coverage available on heat pump and/or cooling systems up to a 5 ton capacity.
 COVERED: Heating systems including; but not limited to: Circulating heating system - Heat pump - Metering devices - Furnace - Furnace transition - Evaporator coils and drain lines - Air handling unit - Air handling transition - Condenser casing (if in conjunction with a mechanical failure) - Secondary drain pan and lines - Refrigerant lines. Any of the foregoing covered components as well as plenum, indoor electrical up to the disconnect, and duct connections are also covered as required to maintain compatibility and compliance with minimum SEER and HSPF standards.
NOT COVERED: All components and parts relating to geothermal and/or water source heat pumps - Baseboard casings - Fuel storage tanks - Portable units - Solar heating systems - Fireplaces and key valves - Filters or automatic filter changers - Registers - Grills - Clocks - Timers - Heat lamps - Humidifiers - Flues and vents - Improperly sized heating systems - Chimneys - Grain, pellet, or wood heating units - (even if only source of heating) - Cable heat (in ceiling) - Systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications - Improper use of metering devices - Window units - Adding insulation to plenum - Dehumidifiers.

NOTE: Coverage available on heat pump and/or cooling systems up to a 5 ton capacity.
NOTE: Heating systems including; but not limited to: Circulating heating system - Heat pump - Metering devices - Furnace - Furnace transition - Evaporator coils and drain lines - Air handling unit - Air handling transition - Condenser casing (if in conjunction with a mechanical failure) - Secondary drain pan and lines - Refrigerant lines. Any of the foregoing covered components as well as plenum, indoor electrical up to the disconnect, and duct connections are also covered as required to maintain compatibility and compliance with minimum SEER and HSPF standards.
NOT COVERED: All components and parts relating to geothermal and/or water source heat pumps - Baseboard

handling transition - Secondary drain pan and lines - Refrigerant lines. Any of the foregoing covered components as well as plenum, indoor electrical up to the disconnect, and duct connections are also covered as required to maintain compatibility and compliance with minimum SEER and HSPF standards.

NOT COVERED: Gas air conditioning systems - Registers and grills - Filters or automatic filter changers - Electronic air cleaners - Window units - Non-ducted well units - Water towers - Humidifiers - Roof jacks - pads or stands - Evaporative cooler pads - Flues - Vents - Improperly sized air conditioning unit - Chillers, chiller components, and water lines - Systems with improperly matched condensing unit and evaporative coil per manufacturer's specifications - Improper use of metering devices.

3. **DUCTWORK**
 COVERED: Leaks or breaks in ductwork (sheet metal, duct board, and flex duct including vapor barrier) from heating and/or cooling unit to point of attachment at registers or grills
NOT COVERED: Registers or grills - Insulation - Dampers and damper controls - Improperly sized ductwork - Legally mandated diagnostic testing of ductwork when replacing heating or cooling equipment.
NOTE: Where covered repairs require access to ductwork, AHS will only provide access to, and sealing of ductwork through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the ductwork is accessible only through a concrete floor, wall or ceiling, AHS will pay up to \$500 per contract term for access to, repair to, or replacement of such ductwork, including returning access openings to a rough finish. If a leak is detected as a result of legally mandated diagnostic testing, AHS will repair and replace accessible and unobstructed ductwork.

4. **PLUMBING SYSTEM**
 COVERED: Leaks and breaks of water, drain, gas, waste or vent lines - Toilet tanks, bowls and related mechanisms (builder's standard is used when replacement is necessary), toilet wax ring seals - Valves for shower, tub, and diverter, angle stops, risers and gate valves - Permanently installed sump pumps (ground water only) - Built-in bathtub whirlpool motor, pump, and air switch assemblies.
NOT COVERED: Collapse or damage to water, drain, gas, waste or vent lines caused by freezing or roots - Pressure regulators - Faucets - Hose bibs - Basket strainers - Bathtubs - Sinks - Showers - Shower enclosures and base pans - Toilet lids and seats - Caulking or grouting - Septic tanks - Water softeners - Inadequate or excessive water pressure - Flow restrictors in fresh water lines - Sewage ejector pumps - Holding or storage tanks - Saunas or steam rooms - Whirlpool jets.
NOTE: Where covered repairs require access to plumbing, AHS will only provide access to plumbing through unobstructed walls, ceilings or floors, and will return access openings to a rough finish. If the plumbing is accessible only through a concrete floor,

F. SERVICEPLUS PACKAGE

NOTE: This coverage does not apply when systems are undersized in relation to the square footage of the area being heated or cooled.

1. **REFRIGERANT RECAPTURE, RECLAIM, AND DISPOSAL**
 2. **REMOVAL OF DEFECTIVE EQUIPMENT**
 Should AHS replace a covered appliance, system or component, AHS will pay the costs to dismantle and dispose of an old appliance, system or component (see Section 14.B.).

3. **PERMITS**
 AHS will pay the cost for obtaining permits for approved repairs and replacements up to \$250 per occurrence.

4. **CODE VIOLATIONS**
 AHS will pay up to \$250 per contract term to correct code violations when affecting repair or replacement.

G. COVERAGEPLUS PACKAGE

1. **CEILING FANS**
 COVERED: Entire unit, including all components and parts.

2. **GARAGE DOOR OPENERS**
 COVERED: Wiring - Motor - Switches - Receiver unit - Rail/Trolley assembly - Hinges - Springs - Remote transmitters.
NOT COVERED: Door or door track assemblies.

3. **TELEPHONE WIRING**
 COVERED: Telephone wiring located within the walls of the main dwelling.
NOT COVERED: Phone jacks - Plugs - Lights - Transformers and other power units - Cover plates - Phone units - Answering devices - Burglar alarm circuits - Phone fuses - Wiring which is the property of a telephone company - Access and closing costs to floors, walls, and ceilings when locating or repairing a malfunction.

4. **BUILT-IN FOOD CENTERS**
 COVERED: All components and parts, except:
NOT COVERED: Removable accessories.

5. **DOORBELLS**
 COVERED: All components and parts, except:
NOT COVERED: When part of the intercom system.

6. **INSTANT HOT/COLD WATER DISPENSERS**
 COVERED: Entire unit, including all components and parts.

7. **CENTRAL VACUUM SYSTEM**
 COVERED: All components and parts, except:
NOT COVERED: Removable hoses and accessories - Access and closing costs to floors, walls, and ceilings when locating or repairing a malfunction.

H. ADDITIONAL FLEXPLAN OPTIONS

1. **SUBTERREANEAN TERMITE TREATMENT NOTE: This option is only available for Home Seller and Real Estate Customers with a Single Family Home and is not renewable. Subterranean Termite Treatment is offered and provided by participating Terminx branches and franchisees and other licensed structural pest control companies. If a Termites Inspection is requested, a \$75 fee (plus applicable tax) per dwelling will be due at the time of inspection. If termite infestation is found, either the Home Seller or Real Estate Customer will pay a ONE-TIME SERVICE FEE OF \$200 (PLUS APPLICABLE TAX) FOR ANY TERMITE TREATMENT, and the Termites Inspection fee will be waived.**
 COVERED: If termite infestation is found, a licensed pest control company will provide partial treatment method (as defined by the Texas Structural Pest Control Board Regulations) to treat the perimeter of the main foundation and any areas of live termite infestation inside the main foundation of the home, including the attached garage and attached dwelling (if purchased). Should repeat visits for subterranean termite infestation be required, the licensed pest control company will provide additional infestation treatment up to 12 months from the original date of partial treatment at no additional charge.
NOT COVERED: Formosan termites - Repair of damage caused by subterranean termites. The AHS-dispatched structural pest control contractor reserves the right not to provide treatment in instances where there exists customer chemical sensitivity, environmental hazard, and/or access is prevented due to structural design.

NOTE: Sections H.2 - H.9, are available for First Year and Renewal Customers. Please call AHS for availability and pricing of duplicate items.

2. **KITCHEN REFRIGERATOR (must be located in the kitchen)**
NOTE: Dual compressor refrigerators are only available with the Kitchen Refrigerator option. AHS will pay up to \$5,000 per contract term for access, diagnosis and repair or replacement of dual compressor refrigerators.
 COVERED: All components and parts including ice maker and ice water dispenser, except:
 - Multi-media center - Dehumidifiers.

3. **WATER SOFTENER**
 COVERED: All components and parts, except:
NOT COVERED: Lensed or rented units.

4. **WELL PUMP**
 COVERED: All components and parts of well pump utilized as a source of water to the home, except:
NOT COVERED: Above or underground piping, cable or electrical lines leading to or from the well pump - Holding, storage or pressure tanks - Booster pumps - Redrilling of wells - Well pump and all well pump components for geothermal and/or water source heat pumps.
NOTE: AHS will pay up to \$1,500 per contract term for access, diagnosis and repair or replacement.

5. **SEPTIC SYSTEM PUMPING/SEWAGE EJECTOR PUMP**
NOTE: This option is only available for First Year Customers and is not renewable.
 COVERED: Mainline stoppages that can be cleared through an existing access or clean out without excavation - The septic tank will be pumped once during the contract coverage term if the stoppage is due to septic back up - Sewage ejector pump in accordance with septic system only (plumbing system sewage ejector pumps are not covered unless the CoveragePlus Package is purchased).
NOT COVERED: Broken or collapsed sewer lines outside the foundation - Stoppages or roots that prevent the effective use of any externally applied sewer machine cable - Cost of finding or gaining access to the septic tank or sewer hook-ups - Disposal of waste - Chemical treatment of the septic tank and/or sewer lines - Tanks - Leach lines - Cesspool - Any mechanical pump or systems.

I. LIMITATIONS AND EXCLUSIONS

NOTE: Unless otherwise specified in this contract, the following limitations and exclusions apply:

General Exclusions from Coverage

- This contract does not cover:
 - Routine maintenance (you are responsible for providing maintenance and cleaning of covered items as specified by the manufacturer);
 - Repair or remediation of cosmetic defects;
 - Electronic, computerized, or comfort control home management systems;
 - Repair, replacement, installation, or modification of any covered system, appliance, or component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect; or
 - System or appliance upgrades, or repairs or replacements required:
 - Due to missing components, parts, or equipment;
 - Due to a lack of capacity in the existing system or appliance;
 - Due to the malfunction of a system or appliance whose parts or components are improperly mismatched in terms of capacity or efficiency (unless the ServicePlus Package is purchased); or
 - To comply with any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements.
- AHS is not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials.
- In regards to mold, mildew, bio-organic growth, rot, fungus, or pest damage, AHS is not responsible or liable for:
 - Damages caused by such substances;
 - Diagnosis, removal or remediation of such substances; or
 - Repairs or replacements necessitated by such substances.

Partial Exclusions from Coverage and Certain Additional Fees

4. AHS is not responsible or liable for:

J. COMMON SYSTEMS AND APPLIANCES

1. If this contract is for a duplex, triplex, or fourplex dwelling, then all units within the dwelling must be covered by one AHS contract for coverage to apply to common systems and appliances.

2. If this contract is for a multi-unit dwelling other than those specified in Section J.1., then only items contained within the confines of each individual unit are covered. Common systems and appliances are not covered.

K. TRANSFER OF CONTRACT AND RENEWALS

1. If the covered property changes ownership during the contract term, please call the Sales phone number on the Contract Agreement page for further information to transfer coverage to the new owner.

2. This contract may be renewed at the sole discretion of AHS. In that event, you will be notified of the plan fee and terms for renewal.

3. If you select the monthly payment option and AHS elects to renew your contract, AHS will notify you of the plan fee and terms of renewal during the 10th month of your contract. You will automatically be renewed for a 1 year coverage period unless you notify AHS in writing, 30 days prior to the contract expiration. The first payment for the next contract will serve as your final authorization for another contract term.

L. CANCELLATION

1. AHS will not cancel this contract, except:

- for nonpayment of plan fees;
- for fraud or misrepresentation of facts material to the issuance of this contract; or
- when the contract is for listing coverage and close of sale (escrow) does not occur, if applicable; or
- upon mutual agreement of AHS and the contract holder; or
- if the actual holder either threatens to harm or actually harms the safety or well-being of: (i) AHS; (ii) any employee of AHS; (iii) a Service Contractor; or (iv) any property of AHS or of the Service Contractor.

2. This contract may be cancelled by the contract holder within the first 30 days following the effective date, unless otherwise agreed by AHS and contract holder. In this case, this contract shall be deemed void and the contract holder shall be entitled to a full refund of the paid plan fees less any costs incurred by AHS.

3. If AHS cancels or agrees to cancel after the 30th day, then the contract holder shall be entitled to a pro rata refund of the paid plan fees for the unexpired term, less: (a) an administrative fee of up to \$35; and (b) any costs incurred by AHS. If refunds are not paid or credited within 45 days, AHS will pay an added 10% monthly penalty.

4. If AHS sold this contract by an unsolicited telephone call and charged the plan fee to the contract holder's credit card account, the contract holder may cancel at any time during the contract term. The contract holder shall be entitled to a pro rata refund of the paid plan fee.

5. If the plan fees are billed through a mortgage loan which is sold or paid in full, please call (800) 247-4748 to establish an alternate payment method. This contract will be deemed cancelled if the contract holder fails to arrange an alternate payment method with AHS within 30 days.

M. MISCELLANEOUS

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 12189, Austin, Texas 78711, 512-465-3917. The purchase of a residential service contract 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.

Buyer's Signature _____ Date _____

1. If this contract is for a duplex, triplex, or fourplex dwelling, then all units within the dwelling must be covered by one AHS contract for coverage to apply to common systems and appliances.

2. If this contract is for a multi-unit dwelling other than those specified in Section J.1., then only items contained within the confines of each individual unit are covered. Common systems and appliances are not covered.

3. Except as otherwise provided in this Section, common systems and appliances are not covered.

