

WELCOME TO SELECT HOME WARRANTY

Dear Hariharasudhan Shanmugam

Thank you for enrolling with Select Home Warranty. We are excited to welcome you to the Select Home Warranty family. As a member, we will treat your home like it is our own and provide you with the best possible service for all your home warranty needs.

Select Home Warranty is a leader in the home warranty industry, As the winner of the 2017 Best in Service Award, we provide a service network that is second to none. It's no secret why home owners are choosing Select Home Warranty over and over again to help manage the high costs of their home repairs.

Please take a moment to read through this warranty brochure. Inside you will find information about your contract and your selected coverage.

Should you have any claim requests you can place a claim online 24/7 at selecthomewarranty.com/claims or by calling 1-855-267-3532.

Thank you -
SHW Family





● **Call or request service online**

We're available 24/7, because breakdowns don't happen when they're most convenient.



● **We assign a local repair professional**

With the industry's largest service contractor network, you never have to guess who to call for repairs – we do it for you.



● **For each visit, pay a small service fee**

Control the cost of covered repairs by selecting your predetermined service fee right from the start.



● **Your covered item is repaired or replaced**

Simple as that. Get back to your life without the worry of what breakdown may be on the horizon. Please review your contract carefully for limitations and exclusions.

CALL OR REQUEST SERVICE 24/7



COVERAGE DETAILS

Please verify that your information below is correct

Contract Holder	Hariharasudhan Shanmugam
Contract Number	1004616
Purchase Date	September 16, 2019
End Date	February 16, 2022
Contract Term	2 Year
Covered Property	3727 Cibolo Ct., Pearland, Texas, 77584, United States
# of Payments	Single Payment
Amount/Payment	\$749.99
Total Price	\$749.99
Service Call Fee	\$45.00
Coverage Plan	Platinum Care
Customer Email	advhba@gmail.com
Type of Home	Single Family
Size of Home	Less than 5,000 sq ft.
Months Free	4 Months

Notes

Executive VIP membership. Locked in rates.

Includes:

Plumbing Stoppage: ✓	Plumbing System: ✓	Dishwasher: ✓
Clothes Washer: ✓	Refrigerator: ✓	Clothes Dryer: ✓
Heating System: ✓	Stove/Oven: ✓	Ductwork: ✓
Water Heater: ✓	Microwave Oven(Built In): ✓	Garage Door Opener: ✓
Garbage Disposal: ✓	Cooktop: ✓	A/C Cooling: ✓
Electrical System: ✓	Ceiling Fan: ✓	

Optional Coverage Selected:

- Roof Leak

1-855-267-3532 selecthomewarranty.com



FAQ

- My home system and appliances are old. Does that matter to Select?

No, the age of a home or its systems and appliances does not matter to Select. We cover items that are in good working condition at the time you purchase the plan and properly maintained. Plus, Select covers all makes and models of appliances and systems.

- Does Select need to inspect my home systems and appliances before I enroll?

No, Select Home Warranty coverage does not require a home inspection to purchase.

- Is there a limit to the number of repairs Select covers?

No, Select Home Warranty allows an unlimited number of covered repairs.

- Is a warranty plan from Select renewable?

Yes, warranty-holders may renew their Select plan (at the option of Select). Select Home Warranty will notify the homeowner in advance of the expiration date and Select will offer a variety of convenient payment plans.

- When does coverage begin and when does it end?

Coverage for your home's major systems and appliances begins 30 days from receipt of payment with Select, and the coverage lasts for one year.





SELECT
HOME WARRANTY
TERMS

SERVICE CONTRACT AGREEMENT

These Terms & Conditions describe the coverage provided to you by XPD/Select Warranty Group, Inc.

THE COVERAGE PROVIDED IS SUBJECT TO THE REQUIREMENTS AND LIMITATIONS DESCRIBED IN THESE TERMS AND CONDITIONS. PLEASE READ THESE PROVISIONS CAREFULLY. PLEASE NOTE THAT XPD/Select Home Warranty, Inc. IS NOT AN INSURANCE COMPANY OR A SERVICE PROVIDER.

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

1. Binding Agreement. This Terms of Service Agreement ("Agreement") is a legally binding document between the warranty holder ("You" or "Your") and XPD/Select Home Warranty ("Select"). This Agreement constitutes the entire and only agreement between You and Select. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties and understandings between You and Select. This Agreement provides for home warranty services only and should not be confused with an insurance contract. Your home warranty coverage remains with the home covered and cannot be transferred to a different home. This Agreement covers household appliances and systems when they become inoperable due to normal wear and tear. This Agreement sets forth all of the household appliances and systems covered under this Agreement and the specific items that are excluded from coverage. In the event an appliance or system is not mentioned in this Agreement, it will not be covered under this Agreement. Please read the entire Agreement before retaining the services of Select.

2. Obligations. In consideration for your payment to Select, and subject to all of the terms of this Agreement, Select will arrange for a qualified service contractor and/or technician ("Independent Service Technician") to repair or replace the systems and appliances covered under this Agreement, when they become inoperable due to normal wear and tear.

3. Covered Homes. This Agreement only covers systems and appliances in single-family dwelling, individual condominium units, town houses and modular homes. Only those systems and appliances properly and permanently installed and located within the living area of the home will be covered. This Agreement will not cover systems or appliances within (i) commercial properties; (ii) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, day care centers, schools and/or professional offices; and (iii) common areas of condominiums, multi-family houses (unless otherwise stated above) and/or cooperatives (iv) foreclosed/short sale. This Agreement will not cover any system or appliance designated by the manufacturer as being used for commercial use.

4. Term. The term of Your service contract, as set forth in this Agreement, shall begin 30 days following Select's receipt of all outstanding payments and premiums due to Select are received by Select ("Effective Date") please add an additional 5 days for credit/debit card payments. In the event Select does not receive all outstanding payments and/or premiums outstanding, for any reason, Your service contract coverage term will not begin. Your service contract coverage will begin on the Effective Date and remain in effect for one (1) calendar year following the Billing Date ("Termination Date"). Coverage waiting period may be expedited with proof of prior coverage's expiration date provided there was no lapse in coverage.

5. Claims Procedure.

5.1. Before Making a Claim. Prior to making a claim you should:

- (i) Immediately contact the proper authority in the event the malfunctioning appliance or system has the potential to cause injury to You or anyone else present in or near your home;
- (ii) Shut down the malfunctioning appliance or system to prevent further damage; and
- (iii) Determine if the malfunctioning appliance or system is covered under this Agreement.

5.2. If Covered. If this Agreement covers the malfunctioning appliance or system, you MUST contact Select PRIOR to obtaining service on the malfunctioning appliance or system. Your failure to contact Select prior to obtaining service may render your claim invalid. Select will not reimburse You if You use your own service technician without first obtaining Select's prior authorization.

5.2.1. Select Service Call Fee/ Deductible. Each time a independent service Technician is scheduled and dispatched to Your home, You will be required to pay the Select Service Call Fee in the amount of \$45.00. You will be required to pay the Select Service Call Fee regardless of whether all or part of the claim is granted, excluded, limited or denied by Select. You will be required to pay the Select Service Call Fee once the independent service Technician begins traveling to your home, regardless of whether you are able to provide access to your home for the independent service Technician or if you cancel the appointment while the independent service Technician is traveling to your home, a separate service call fee will be charged for each issue. Additional charges may apply to the Select Service Call Fee. The Select Service Call Fee, which must be paid at the time and place of appointment, shall be paid by You to the independent service Technician or directly to Select, at Select's option. In the event You fail to pay the Select Service Call Fee, You will not be able to schedule any additional service calls and your home service contract will be suspended until all outstanding fees are paid in full. Suspension of your home service contract will not alter or extend the Termination Date of your home service contract.

5.3. Contact Information. A Select representative can be reached by telephone at 1-855-267-3532 or by e-mail at info@selecthomewarranty.com.

5.4. Non-Emergency Claims. To make a claim for repair you must contact Select within 3 days following discovery of the

malfunctioning and/or inoperability of the system or appliance. The Select service technician will be instructed to provide repair of the appliance or system within two (2) days during normal business hours and four (4) days on weekends and holidays following submission of the claim. If covered by this agreement, the system and/or appliance repaired or replaced will be paid for by Select within a reasonable time following submission of the claim. Select will not be liable for any delay in the repair and/of the inoperable appliance or system.

5.5. Emergency Claims. In the event of an emergency, in order for Select to make a determination if the system and/or appliance causing the emergency is covered under this Agreement, You must contact Select prior to having the repair work performed. In the event the emergency pertains to gas, fire or has the potential to cause injury to You or anyone else present in or near your home, you should take all reasonable steps, including, but not limited to, vacating the premises and contacting the proper authority to ensure the safety of You and those present. Once the determination is made by the proper authority that your home is safe to re-inhabit, You must contact Select immediately and advise them of this claim.

6. Covered Systems and Appliances.

6.1. Generally.

6.1.1. Proper Working Order. All systems and appliances must be in proper working order on the Effective Date of the warranty coverage, as set forth in the schedule page accompanying this Agreement. Any pre-existing conditions or defects causing the malfunctioning of system or appliance during the term will not be covered by this Agreement. If a defective or malfunctioning system or appliance is discovered by an inspection company prior to the transfer of ownership of the property or by a utility company at the time of the transfer of ownership, said condition shall be deemed a pre-existing condition and not covered under this Agreement.

6.1.2. Manufacturer's Warranty. All systems and appliances covered under either the manufacturer's, distributor's, or any other express or implied warranty will not be covered under this Agreement.

6.2. Appliances Covered. This Agreement covers the following appliances:

6.2.1. Refrigerator. This Agreement covers one (1) refrigerator located within the kitchen of the covered home. This Agreement covers all modules, components and parts of the refrigerator necessary to the functionality of the refrigerator. (i)control boards (ii) compressor (iii) thermostats (iv) damper control (v)wire harness (vi)evaporator fan motor(vii)condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors

Excluded: (i)sealed system

6.2.2. Oven/Range/Stove Top.

This Agreement covers all modules, components and parts of the gas or electric oven, range and stovetop necessary to the functionality of the oven, range and/or stove top. (i) Burners (ii) control boards (iii)thermostats (iv) broilers (v) temp controls (vi) heating elements (vii) igniter (viii) ignition module (ix) spark igniters.

Excluded: (i) range hood;

6.2.3. Built-In Microwave.

This Agreement covers all modules, components and parts of the built-in microwave necessary to the functionality of the built-in microwave. Excluded: portable, combo or countertop microwaves.

6.2.4. Dishwasher.

This Agreement covers all modules, components and parts of the dishwasher necessary to the functionality of the dishwasher. (i)Control board (ii) pump (iii) switches (iv) drain pump (v) temp control (vi) heating elements (vii) drain lines
Excluded: (1) racks/rollers

6.2.5. Garbage Disposal

This Agreement covers all modules, components and parts of the garbage disposal necessary to the functionality of the garbage disposal.

6.2.6. Clothes Washer/Clothes Dryer.

This Agreement covers all modules, components and parts of the clothes washer and clothes dryer necessary to the functionality of the clothes washer and clothes dryer. (i)Motors (ii) drain pumps(iii) control boards (iv) gas vales(v)heating elements (vi) igniters(vii) thermostats(viii) fuses(ix) wire harness(x) ignition modules(xi) tub assembly(xii) tub bearings(xiii) motor bearings
Excluded:

6.2.7. Water Heater. This Agreement covers all modules, components and parts of the water heater necessary to the functionality of the water heater. (i)Control board (ii) thermostats (iii) gas valves (iv) burner assembly(v) heating elements(vi)pressure switches(vii)thermocouple(viii)ignition module(ix) and igniter

Excluded:solar or tankless water heating systems,leaks and pumps.

Systems Covered. This agreement covers the following systems:

6.3.1. Plumbing System. This Agreement covers the following plumbing system components: (i) line leaks in water, drain, waste or vent lines not caused by damage resulting from freezing or from roots; (ii) line breaks in water, drain, waste or vent lines not caused by damage resulting from freezing or from roots; (iii)toilet bowls; (iv) toilet tanks; (v) toilet flushing mechanisms; (vi) angle stops; (vii) risers;

Excluded: (i) water softeners; (ii)slab leaks.

6.3.2. Plumbing Stoppages. This Agreement covers stoppages in drain, vent and sewer lines up to 100 feet from the access point, except if caused by roots. Mainline stoppages are only cleared when there is an accessible ground level clean out.

This Agreement does not cover Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the confines of the main foundation if the home. Stoppages due to roots or foreign objects. If the lines are broken or infiltrated by roots or are otherwise stopped by roots, even if the break, infiltration or stoppage is within 100 feet from the access point, it is not covered. Access to drain or sewer lines from the vent or the removal of the water closet. Costs to locate, access or install a ground level clean out. Septic tanks.

6.3.3. Heating System. This Agreement covers ALL module, components and parts of the heating system necessary to the functionality of the heating system. This Agreement covers the primary heating system of the covered home. (i) Condensor Fan motors; (ii) compressors; (iii) condensers; and (iv)thermostats (v)Capacitors (vi)relays (vii)Contactors (viii)pressure switch (ix)thermistor (x) cut in switches (xi) transformers (xii) inducer motors (xiii) defrost boards (xiv) Blower motors

Excluded: solar heating systems or zone systems or wall units or the components thereof, (i) air cleaners; (ii) humidifiers;(iii) flues; (iv) coils; (v) heat exchanger;(vi) geothermal heating/cooling units;

6.3.4. Electrical. This Agreement covers the following electrical system components: (i) wiring; (ii) service panels; (iii) sub-panels (iv) switches; (iv) breakers; (v) outlets; (vi) junction boxes; (vii) ground fault interrupters;

This Agreement does not cover damage to the electrical system caused by flood, fire, water, rust. This Agreement does NOT cover the following list of modules, components and parts relating to the electrical system: (i) fixtures; (ii) inadequate wiring capacity; (iii) attic/exhaust fans; (iv) damage caused by a power surge; (v) damage caused by a power failure(vi)wire tracing;

6.3.5. Ducts. This Agreement covers all ducts from heating and/or cooling unit to the point of attachment at registers or grills.

Excluded: (i) crushed ductwork; and (ii) improperly sized ductwork/duct system.

6.3.6. Air Conditioning (Central). This Agreement covers the primary floor air conditioning unit of the covered home. This Agreement covers the following air conditioning components: (i) Condensor Fan motors; (ii) compressors; (iii) condensers; and (iv)thermostats (v)Capacitors (vi)relays (vii)Contactors (viii)pressure switch (ix)thermistor (x) cut in switches (xi) transformers (xii) Start Assist (xiii) defrost boards (xiv) Blower motors

Excluded: window, wall, portable air conditioning units. This Agreement does not cover (i)Freon; (ii) geothermal systems;(iii) air filtration systems; (iv) humidifiers; (v) condensation leaks; (vi) mismatched systems;(vii) freon leaks;(viii)damage caused by freon leak.

6.3.7. Garage Door Opener. This Agreement covers the following garage door opener components: (i) control board; (ii) motors; (iii) chains; (iv) belts; (v) gears; (vi) pulley; (vii) sheave fork; (viii) axle bolts; and (ix) switches.

Excluded: (i) garage doors; (ii) springs; (iii) brackets; (iv) tracks; (v) rails;

6.3.8. Ceiling Fan. This Agreement covers all modules, components and parts of ceiling fan affixed in the covered home necessary to its functionality.

This Agreement does NOT cover the following list of modules, components and parts relating to the Ceiling Fan: (i)lights

6.4. Additional Coverage Options. The following is a list of covered systems and appliances which You have the option to purchase from Select. The following components will only be covered if You advise Select that you wish to add the additional home warranty coverage and Select is in receipt of the additional payment for said coverage. You may purchase the additional for up to thirty (30) days following the Purchase Date of the home warranty coverage but coverage for the additional coverage

option will not take effect until payment is received by Select for the additional coverage and the additional coverage will terminate on the Termination Date.

6.4.1. Plumbing and Lighting Fixtures. Plumbing fixtures: faucets filter, showers head, shower arm, electrical switches, smoke detector, florescent fixtures, Outlets, Dials, Knobs, Cartridges.

6.4.2. Limited Roof Leak. This Agreement applies to roof leak repairs over the occupied living area of single family homes only. This Agreement covers the roof leaks only.

Excluded: (i) patios;(ii) metal roofs; (iii) shingles;(iv) cracked and/or missing material; (v) tiles; (vi) tar and gravel; (vii) flat or built-up roofs; (viii) structural leaks; (ix) gutters; (x) downspouts; (xi) skylights; (xii) flashing;(xiii) solar components; (xiv) attic vents; (xv) satellite components; (xvi) antennae; and (xvii) chimney components.

This Agreement does not cover repairs requiring partial or complete replacement of the roof.

6.4.3. Pool/Spa Equipment. This Agreement applies to the following list of pool/spa components: (i) pumping system; (ii) filtration system; (iii) heating system. This Agreement covers both the pool and/or hot tub or spa if they use common equipment. In the event the pool and spa or hot tub do not use the common equipment, then only one will be covered.

Excluded: portable pools, spas or hot tubs. (i)computerized control boards; (ii) heat pumps; (iii)leaks;

6.4.4. Well Pump. This Agreement covers all components of well pump, provided the well is the primary water source to the covered home.

Excluded: (i)holding and storage tanks; (ii) piping or electrical lines (iii) booster pumps;

6.4.5. Sump Pump. This Agreement covers all components of sump pump for groundwater, provided the pump is within the foundation of the covered home.

Excluded: (i) portable pumps; and (ii) sewer ejector pumps.

6.4.6. Central Vacuum. This Agreement covers all modules, components and parts of central vacuum system necessary to its functionality.

Excluded: (i)clogged pipes;

6.4.7. Second Refrigerator. This Agreement covers all modules, components and parts of the refrigerator necessary to the functionality of the refrigerator. (i)control boards (ii) compressor (iii) thermostats (iv) damper control (v)wire harness (vi)evaporator fan motor(vii)condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors

Excluded: (i)sealed system

6.4.8. Stand Alone Freezer. This Agreement covers all modules, components and parts of a stand alone freezer necessary to its functionality. (i)control boards (ii) compressor (iii) thermostats (iv) damper control (v)wire harness (vi)evaporator fan motor(vii)condenser fan motors (viii) pressure switches (ix) relays (x) contactors (xi) start assist (xii) thermistors

Excluded: (i)sealed system

6.4.9. Lawn Sprinkler System. This Agreement covers all mechanical components that affect operation.

Excluded: lack of water pressure- Damage due to (i) freezing,(ii)heads.

6.4.10. Septic System Coverage. Aerobic pump, sewage ejector, jet pump, septic tank

Excluded: Tile fields and leach beds, leach lines, lateral lines, insufficient capacity, clean out, pumping.

6.4.11. Refrigerator's Ice Maker. This Agreement covers all components and parts.(i)ice maker (ii)motor (iii)thermostat

Excluded: (i)Stand alone ice maker, (ii)dispenser,(iii)valves(iv)water line.

7. Independent service technicians. Select has the exclusive right to select a service technician to perform the necessary repair and/or replacement services. Select will not reimburse You in the event a service technician performs, or attempts to perform, any repair and/or replacement services without first being authorized by Select. If You experience any difficulties or have any disputes with a Independent service technician, You must contact Select immediately.

8. Select's Option. Select shall have the sole and exclusive option to:

i. Select the Independent service technician to perform repair and/or replacement services;

- ii. In the event a covered system or appliance is deemed irreparable or it is not cost effective to repair, Select may replace the system or appliance with a system or appliance of like capacity, the price of which shall not exceed the depreciated value of the system or appliance being replaced;
- iii. In lieu of replacing a system or appliance that is deemed irreparable or it is not cost effective to repair, said determination being made by Select, Select may choose to pay a cash settlement for the irreparable component of the system or appliance. Select is not responsible for installation. The cash settlement shall be in an amount not to exceed the depreciated value of the component/appliance being replaced;
- iv. Select the manufacturer, make and model of any replacement parts used in the repair of the defective system or appliance; and
- v. Obtain a second opinion with regard to the cost of replacement without any additional cost to You.

9. Exclusions to Coverage.

9.1. Exclusions Generally. The following is a list of systems and/or appliances that are NOT covered by this Agreement. In the event this paragraph conflicts with any other provisions in this Agreement, this paragraph shall be controlling.

9.1.1. Hazardous Material. This Agreement does not cover any systems, appliances and/or services relating to hazardous or toxic material including, but not limited to, acids, asbestos, lead and lead based products, red-tagged units, gas leaks and any other hazardous contaminants.

9.1.2. This Agreement does not cover any systems or appliances that have had previous repair or that require repair as a result of improper installation, previous repair, damage caused by any construction activity, improper wiring, inadequate or lack of capacity, power failures, power surges, overloads, missing parts, failure to properly maintain, failure to properly clean, neglect, misuse, corrosion, rust, sediment and any modification to the system or appliance. You are responsible for providing annual maintenance and cleaning by a licensed technician on covered items to ensure continued coverage on such items. Select reserves the right to request prior years (3) maintenance records and/or pictures, without proper maintenance records and pictures the maximum payout on any system/appliance is upto **\$150.00**. For example: heating and a/c systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing. This policy covers mechanical breakdowns, it does not cover shelves, door handles, doors, hinges, knobs and buttons, door seals, freon, damage caused by freon leak, displays, latches, timers, leveling equipment, clogged drains or lines, cosmetic issues, gaskets, leak searches, lights, noise, refrigerants, valves, dispensers, installation, electrical failures, upgrades.

9.1.3. Acts of Nature. This Agreement does not cover systems or appliances that require repair as a result of Acts of Nature.

9.1.4. Foundation/Structure. This Agreement does not cover any damage and/or defects to the structural components of the covered home, including, but not limited to, the foundation and any beams of the covered home.

9.1.5. Manufacturer's Defect. This Agreement does not cover any system or appliance that has malfunctioned as a result of the manufacturer's defect, recall and/or defective materials or parts.

10. Select's Liability.

10.1. Dimensions, Brand and Color, Limits. Select will not be responsible for matching a system or appliances color, brand, or dimensions and only is responsible for repairing and/or replacing systems or appliances of similar capacity and efficiency. The following guidelines will be implemented to provide a repair/replacement allowance. For heating or cooling equipment (hvac), in the first three months of coverage, a **\$500** repair/replacement allowance will be paid to the customer. This repair/replacement allowance will increase to **\$2000** after the first three months of coverage. For appliances (non-heating or cooling) in the first three months, a **\$150** repair/replacement allowance will be paid to the customer. This repair/replacement allowance will increase to **\$500** after the first three months of coverage. For additional coverage options in the first three months a **\$150**, repair/replacement will be paid to the customer. This repair/replacement allowance will increase to **\$400** after the first three months of coverage. In the event that the part is not available, Select's responsibility is to reimburse for the value of the part up to the policy limits. If Freon coverage is selected as an option the limit is **\$150** for the first three months of coverage and \$250 for the remainder of the contract. Furthermore, you agree that during the first 30 days of coverage, no coverage will be provided for replacement of entire systems or appliances, or replacement of evaporator coils, condenser coils, compressors, control boards, motors of any kind.

10.2. Removal/Disposal. Select will not be responsible for any costs associated with the removal and/or disposal of any system and/or appliances repaired, or any waste or debris associated with the repair and/or replacement services.

10.3. Local/State/Federal Government Violation. Select will not be responsible for repair of any system or appliance which said repair would violate any local, state and/or federal laws, rules, codes or regulations. If a system or appliance cannot be

repaired or replaced without violating a local, state or federal law, rule, code or regulation, then Select's liability will be limited to a cash settlement which shall be in an amount not to exceed the depreciated cost of the product in need of repair. If a violation of any local, state and/or federal law, rule, code or regulation is discovered before or during the repair service, Select will not be required to initiate and/or complete the repair service until the violation and/or potential violation is corrected by You. Select will not be responsible for any additional costs associated with the correction of the violation and/or potential violation. Select will not be responsible for any improvements, services and/or costs required to comply with any local, state and/or federal laws, regulations, ordinances

10.4. Access. It is your responsibility to provide access to the system or appliance in need of repair.

10.5. Delay. Select will not be responsible for delays in repairing or replacing a system or appliance resulting from events beyond its control.

11. Hold Harmless. You shall keep, save and hold harmless Select from any and all damages and liability arising out of any fault or negligence by You or any failure on Your part to comply with any of the covenants, terms and conditions herein contained. In case Select shall, without fault on its part, be made a party to any litigation commenced by or against You, You shall protect and hold Select harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Select in connection with such litigation. You shall also pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Select in enforcing the covenants and terms of this Agreement. We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of Service Provider's performance.

12. Consequential Damages. This Agreement does not provide coverage for damage caused by a malfunctioning or inoperable appliance or system, including, but not limited to, water, fire and mold spores. Select, its employees, agents, shareholders or parent company shall in no way be responsible for any damages, whether in contract or tort, for any malfunctioning or inoperable appliance or system.

13.1. Cancellation by Select. Select may cancel this Agreement, therefore voiding this Agreement if it is deemed that You have either:

i. Fraudulent conduct by You;

ii. Misrepresentations by You;

iii. Failed to make the required payments to Select;

iv. Upon mutual agreement between You and Select. In the event Select agrees to allow You to cancel after the thirtieth day, the You shall be entitled to a pro rata refund of payments made regarding Your home warranty coverage for the remaining term, less an administrative fee and any service costs incurred by Select.

13.2. Grounds for Cancellation. No service contract that has been in effect for at least 70 days may be canceled by XPD/Select before the expiration of the agreed term or 1 year after the effective date of the service contract, whichever occurs first, except on any of the following grounds: (a) Failure by the holder to pay an amount when due; (b) Conviction of the holder of a crime which results in an increase in the service required under the service contract; (c) Discovery of fraud or material misrepresentation by the holder in obtaining the service contract, or in presenting a claim for service thereunder; (d) Discovery of: (1) An act or omission by the holder; or (2) A violation by the holder of any condition of the service contract, which occurred after the effective date of the service contract and which substantially and materially increases the service required under the service contract; (e) A material change in the nature or extent of the required service or repair which occurs after the effective date of the service contract and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that the service contract was issued or sold; (f) Upon mutual agreement between You and the Provider whereby You agree to allow the Provider to cancel the service contract and You and the Provider agree on a pro rata refund of payments made regarding Your service contract for the remaining term, less an administrative fee and any service costs incurred by the Provider. No cancellation of the service contract will become effective until at least 15 days after the notice of cancellation is mailed to the holder.; If You initiate cancellation after the ; Free Look Period as set forth in this service contract, then any refund due You shall be based on a pro rata basis. If You initiate cancellation of the service Contract after the Free Look Period, the Provider may deduct from any refund due You any outstanding balance on the account of the holder from the amount of the purchase price that is unearned by the Provider when calculating the amount of the refund together with an administrative service fee of **\$75**.

If coverage is cancelled after the coverage has taken effect, you shall be entitled to a pro-rated refund at the non-discounted rate, LESS any costs paid out or owed by XPD/ SelectWarranty Group, Inc. for claims made prior to cancellation, plus a cancellation fee of **\$75**. Refunds will be credited to the card used to make the original purchase, or paid via check to the original purchaser.

13.3. If coverage is canceled before the start of the coverage period, but no more than 30 days from initial purchase, if no service request has been made you will receive a refund of all amounts already paid to XPD/Select Warranty Group, Inc. If you cancel coverage before the start of the coverage period, 30 or more days from initial purchase if no service request has been made you will receive a refund of all amounts already paid to XPD Warranty Group, Inc. less a **\$50** cancellation fee. Refunds will be credited to the card used to make the original purchase, or paid via check to the original purchaser. Refunds never to

exceed actual price paid to XPD/Select Home Warranty, Inc.

14. Renewal. In the event You wish to renew this Agreement for an additional term, as set forth in the schedule page accompanying this Agreement, You must contact a Select representative prior to the expiration of your current term. You will be notified by a Select representative as to the new rates and the new terms of coverage. Select reserves the right to deny your request for renewal for any reason and change the rate and terms of coverage for the renewed term.

14.1. Automatic Renewal. In the event You select the monthly payment option and Select elects to renew your contract, Select will notify You of the rate and term for the renewal period during the tenth month of Your contract and You will be automatically renewed for an annual coverage period unless you notify Select in writing thirty (30) days prior to the Termination Date. Your first payment for the renewed term will be deemed as authorization for another twelve (12) month term.

15. Arbitration. Any disputes resulting from this Agreement or any dispute resulting to Select's home warranty service shall be construed and enforced under the laws of the State of New Jersey. You hereby submit to the jurisdiction of the courts of New Jersey and waive any objection to venue with respect to actions brought in such courts. Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association in the State of New Jersey. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

16. Severability. If any provision of these Terms and Conditions is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

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 GENERALS OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE

THIS CONTRACT IS ISSUED PURSUANT TO A LICENSE GRANTED BY THE TEXAS REAL ESTATE COMMISSION, AND COMPLAINTS IN CONNECTION WITH THIS CONTRACT MAY BE DIRECTED TO THE COMMISSION AT P.O. BOX 12188, AUSTIN, TX 78711, (512)936-3049.

3 Reasons to Invest in a Home Warranty

Every homeowner will eventually deal with an unexpected breakdown, on the other hand, only some homeowners are ready for it.

Rather than viewing a new home warranty as an extra expense, it actually serves as an investment in your future. The costs when you're not covered are sudden and unavoidable, but the costs when you have a home warranty plan are instead gradual, allowing you to save on hefty expenses later.

A repair on your refrigerator can cost up to \$500 when your yearly price quote for a home warranty could be just as much, covering far more than just a refrigerator, and that's not the only reason why a home warranty is worth it.

1. Gain peace of mind

Many homeowners who pay a mortgage consider their home warranty as part of this monthly payment towards the home. When you're already in the mind set to put aside money for housing, a home warranty to keep the system and appliances functioning is a no brainer.

Home sellers and real estate agents often include home warranties when selling homes because it offers unmatched relief if an issue were to suddenly arise soon after closing a sale. If the heating system won't turn on come winter, the new home owner wouldn't have to contact the previous owner for help, and instead would have home warranty coverage to work through.

2. Save time finding an expert

The reason why you need a home warranty is because when an issue occurs, you're not going to break out the wrench and possibly make it even worse. You need a qualified and reliable expert who can identify your problem and fix it of course!

As 2017's Best in Service Award recipient by HomeWarrantyReviews.com, Select Home Warranty is here to connect you to our vast network of technicians. With home warranty, we connect you to the right person for the job, and all you have to do is pay a modest service fee during the visit. The service technician will diagnose your problem, order any parts, and fix your system or appliance, so long as it's within the warranty's terms.

3. Reduce costs to repair and replace

With a home warranty through Select, you also have access to some of the best deals available online. We are continually offering new discounts and coupon codes to make home warranty coverage even more affordable.

You can have a range of appliances and systems covered in your home, including water sprinklers, pools, and your septic tank. We cover your assets no matter how old they are too.

When it comes time to place your claim, you'll be able to compare the costs you avoided. A heating system or plumbing system can cost up to \$800 to repair. Instead, your monthly payments and day-of service fee will add up to just a fraction of this cost.

Unfortunately, home systems and appliances always seem to fail at the most inconvenient times. That's why we're here to shield your wallet, and your home, from the unexpected.

How to maintain your home's air conditioner

One of the most important aspects of your home is the climate and temperature. If you can't keep your home cool during the summer, the best-case scenario is that you live uncomfortably. In homes with children and the elderly, the heat can become a serious health issue.

It's important to learn the proper way to care for your individual home's cooling system. In most cases, a breakdown can be avoided if the unit is maintained correctly.

The two common types of AC units

Depending on the size of your home, you'll likely either have window units to cool individual parts of your home or central cooling that cools throughout your home. A central cooling system has a lifespan between 15-20 years, while a window unit has an average lifespan of 10 years.

The biggest difference is that central cooling requires ductwork to connect components from the inside to the outside of the home. This is also the more expensive option and is best for large spaces. Window units are cheaper and best used for smaller spaces.

Tips for taking care of your window AC unit

When caring for individual window units, be sure to clean their filters. Most units require you to rinse and dry a removable filter, if you replace the filter before it's dry, it could collect ice and damage the unit, so if you're feeling impatient in the summer heat, try using a hair dryer to speed things up.

You may also want to use a cloth or vacuum to check for dirt and debris around the evaporator coils. This is a part of the air conditioner close to the filter and helps with air flow. The better you clean your AC, the less allergens you'll allow into your home from outside.

Be sure to store your unit horizontally, the same as it would be placed in the window, or else you can damage the compressor. If an air conditioner is stored on its side, it likely won't work come summer time.

In the end, most common problems - even with a window unit air conditioner - requires help from an HVAC expert.

Tips for taking care of your central cooling system

Most central air conditioners have a split system, which means there will be an indoor coil and an outdoor condenser connected by ducts. Some central air conditioners are actually HVAC units, which stands for "heat, ventilation, and air conditioning."

For homes with central cooling, as the home owner, you should be sure to keep foliage away from the outside component of the system so that growth doesn't clog the grills. You should also check that the ducts in your home are sealed and not letting air escape. You may notice an especially high bill if your ducts are leaking.

You will likely want to have your central air cooling system serviced annually by an expert. The beginning of summer is the best time to maintain the central air conditioner. A maintenance technician will run through maintenance checks, including:

- Changing filters
- Cleaning coils
- Maintaining the drainage system
- Replacing the refrigerant

Just a few more AC efficiency tips

In either case, whether you are caring for a window unit or central cooling unit, setting the thermostat ahead of time will save on your bill. One study found that nearly 90% of Americans say they rarely program their thermostat. Take the time to review your owner's manual and set it to go on during times of the day you'll be home and to shut off during times of the day you're either at work or sleeping,

If you should have a home warranty and experience an issue with our home's cooling, Select Home Warranty is here to shield your wallet. Submit a claim to let us know of an issue with your AC unit.



SELECT
HOME WARRANTY
OFFER

Please join our new

FRIENDS AND FAMILY PROMOTION

If you refer a friend to Select Home Warranty, you will receive one month of free service.

All you have to do is

HAVE YOUR FRIEND CALL IN AND

mention your contract number and we will apply a credit to your account.





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selecthomewarranty.com

