



Sample Contract Holder Name
123 Sample Way
City, State 00000

Dear Sample Contract Holder Name,

Thank you for purchasing an Elevate Home Service Agreement. We here at Elevate will endeavor to meet and exceed your expectations throughout the service agreement.

Included is the service agreement outlining the coverage you have selected. Please take a moment to review the information contained herein. Please let us know if you have any questions. You can reach us at 855-349-8824, or visit us at elevatehomescrptions.com.

Thank you,

The Elevate Homescrptions Team

Home Service Agreement for 123 Sample Way

Declaration Of Coverage

Plan Holder(s): Sample Contract Holder Name 123 Sample Way City, State 00000		Covered Property: 123 Sample Way City, State 00000	
Subscription #: 0	Subscription Term: 9/1/2022 - 8/31/2023	Plan: Totally Elevated	Coverage Type: Buyer Coverage
Plan Fee: \$750	Plan Fee Due Date: Close of Escrow	Warranty Covered Item Service Fee: \$75	On-demand Service Item Service Fee: See Below

STANDARD WARRANTY ITEMS

Plumbing			
Plumbing System	\$5,000 / claim	Faucet	\$500 / claim
Boiler	\$2,000 / claim	Water Heater	\$2,000 / claim
Recirculating Pump	\$2,000 / claim	Toilets & Mechanisms	\$500 / claim
Interior Sump Pumps & Sewage Ejectors	\$500 / claim	Shower Valve	\$500 / claim
Shower Heads & Arms	\$500 / claim	Pressure Regulator	\$500 / claim
Pressure Reducing Valve	\$500 / claim	Sprinkler System	\$500 / claim
Electrical			
Electrical System	\$5,000 / claim	Garage Door Opener	\$2,000 / claim
Attic & Whole House Fans	\$500 / claim	Ceiling Fan	\$500 / claim
Bathroom Exhaust Fan	\$500 / claim	Central Vacuum Motor	\$1,000 / claim
Smoke Detectors	\$500 / claim		
Appliance			
Cooktop	\$3,000 / claim	Wall Oven	\$3,000 / claim
Range	\$3,000 / claim	Kitchen Exhaust Fan	\$3,000 / claim
Dishwasher	\$3,000 / claim	Garbage Disposal	\$3,000 / claim
Trash Compactor	\$3,000 / claim	Instant Hot Water Dispenser	\$3,000 / claim
Kitchen Refrigerator Including Ice Maker	\$3,000 / claim	Washer	\$3,000 / claim
Dryer	\$3,000 / claim	Built-In Microwave	\$3,000 / claim
Extended Coverage			
Inspection Protection	Item Limits Apply	Smart home devices	\$300 / claim
Access to system	\$1,000 / claim	Permits, Code Upgrades, & Equipment Disposal	\$300 / claim
Emergency Lodging Reimbursement	\$100 / night \$400 / subscription term	Homeowner's Insurance Deductible Reimbursement	\$500 / claim
Heating/Cooling Systems			
Air Conditioning System	\$5,000 / claim	Evaporative / Swamp Cooler	\$5,000 / claim
Thermostat	\$5,000 / claim	Heating System	\$5,000 / claim
Refrigerant Recharge	\$500 / claim	Refrigerant Reclaim and Disposal	\$300 / claim

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SELECTED OPTIONAL WARRANTY ITEMS

Optional Warranty Items			
Additional Kitchen Refrigerator	\$3,000 / claim	Additional Refrigerator	\$1,000 / contract term
Mini Fridge	\$1,000 / contract term	Stand Alone Freezer	\$1,000 / contract term
Freestanding Ice Maker	\$1,000 / contract term	Additional Washer and Dryer Set	\$2,000 / claim
Pool/Spa Equipment (Built-in)	\$1,000 / claim	Pool/Spa Equipment (Built-in)	\$2,000 / claim
Pool / Spa Heater	\$2,000 / claim	Exterior Plumbing Line Leak	\$2,000 / claim
Water Softener	\$500 / claim	Guest House/Casita	\$5,000 / claim
Septic System	\$1,000 / claim	Septic Tank Pumping	\$1,000 / claim
Well Pump	\$1,000 / claim	Brand-for-Brand Appliance Upgrade	\$10,000 / claim
REVERSE OSMOSIS (RO) SYSTEM			

ON-DEMAND SERVICE ITEMS

On-Demand Services			
Re-Key	Service Fee \$75	A/C & Heating System Tune-Ups	Service Fee \$75
Pest Control	Service Fee \$75	Garbage Bin Cleaning	Service Fee \$75
Lawn Fertilization	Service Fee \$99	Window Cleaning	Service Fee \$99
Carpet Cleaning	Service Fee \$99	Dryer Vent Cleaning	Service Fee \$99
Smart Home Tech Install	Service Fee \$99	TV Wall Mount Install	Service Fee \$199

Terms Of Coverage

1. GENERAL PLAN TERMS

This Agreement constitutes a legal agreement between the Plan Holder listed on the Declaration of Coverage and Elevate Homescrptions LLC (hereinafter referred to as "EH") and its parent, affiliates, and subsidiaries. This Home Service Plan (hereinafter referred to as "Plan") is provided and administered by EH, which is located at PO Box 801, Orem, UT 84059. Obligations under this Plan are backed by the full faith and credit of Elevate Homescrptions, LLC. EH is a home services technology platform that provides coverage for home systems and appliances, bundles certain home maintenance services into a scheduled home maintenance plan, and provides other certain home maintenance services on an on-demand basis. EH will provide service for items covered under this Plan by using a pre-screened, third-party network of home service contractors (hereinafter referred to as "Service Pros") who are not employees of EH. EH shall have the sole right and discretion to select its own Service Pros to perform work covered by this Plan.

"We", "Us" and "Our" shall mean EH, the Plan Provider/Obligor. "You" shall mean the Plan Holder listed on your Declaration of Coverage.

2. COMMUNICATIONS

By providing your cell phone number and email address, you consent to us using it for warranty processing, account communication, and marketing purposes. You can opt out of marketing communications at any time.

3. ON-DEMAND SERVICES & WARRANTY COVERAGE TERMS OF SERVICE

A. This Plan provides warranty coverage for home systems and appliances (hereinafter referred to as "Warranty Coverage Items"), on-demand home services (hereinafter referred to as "On-demand Service Items"), and scheduled home maintenance services (hereinafter referred to as "Scheduled Maintenance Service Items") as listed on your Declaration of Coverage. Coverage includes only items stated as covered, excludes all others, and is subject to the limitations, exclusions, and provisions stated in this Plan and on the Declaration of Coverage. This Plan together with the Declaration of Coverage sets forth the entire contract between the parties and no representation, promise, or condition not contained herein shall modify these terms.

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B. Subject to the terms, conditions, exclusions, and limitations specified below and as listed in the Declaration of Coverage, EH will provide service on the On-Demand Service Items when requested; and, EH will also repair or replace Warranty Coverage Items up to the maximum limit as listed on the Declaration of Coverage so long as they:

- i. Are located within the confines of the main foundation of the covered structure and attached garage (herein referred to as "Covered Property") with the exception of items marked with an "**";
- ii. Are in proper, safe working order and correctly installed on the Covered Property on the effective date of this Plan;
- iii. Have become inoperable as a result of proper usage and normal wear-and-tear after the effective date of this Plan;
- iv. Are classified by the manufacturer as residential;
- v. Are mechanical parts or components that affect the operation of the Warranty Coverage Item; and
- vi. Are reported during the term of this Plan.

C. **Inspection Protection (unknown pre-existing conditions coverage).** If any of your Warranty Coverage Items experience a mechanical failure due to an unknown defect or condition that predated the effective date, this Plan will cover the repair or replacement of your covered item so long as the defect or pre-existing condition was not detected or disclosed by a state certified home inspection, was not previously known to you, and so long as you did not cause or contribute to the mechanical failure. To qualify for Inspection Protection, the Plan Holder must provide EH with the home inspection report for purposes of determining whether the breakdown was caused by an unknown pre-existing condition. **This Plan does not cover conditions or defects that were known prior to the effective date or that were discovered and disclosed on the home inspection report. You must have all known or detected pre-existing defects correctly repaired by a service professional and deliver to us paid invoices evidencing the repairs before the defective item can be covered by this Plan. This Plan does not cover cleaning services due to insufficiently maintained covered equipment or problems caused by undersized systems.**

D. **Covered Property Types.** This Plan covers single-family residences, condominiums, townhomes, and manufactured homes (attached to permanent foundations) under 4,000 square feet. Covered Properties over 4,000 square feet may be covered if an additional fee is paid. Coverage is for occupied, owned or rental residential properties and does not include properties used as businesses.

E. **Requesting Service on Warranty Items and On-Demand Services.** To request service, simply submit your request for service online at www.ElevateHomeScripts.com or call EH at (855) 349-8824. We are available to accept service calls 24 hours a day 7 days a week. Upon your request for service, EH will assign a pre-screened, local service professional (hereinafter referred to as "Service Pro") to arrange a mutually convenient day and time during normal business hours, M-F 8:00 am – 5:00 pm, to diagnose the problem and perform covered repairs. Work covered under this Plan is performed by third-party Service Pros who are not employees of EH. EH shall have the sole right and discretion to select its own Service Pros to perform work covered by this Plan. However, EH may authorize you to contact your own service contractor directly. **EH will not reimburse any costs or fees incurred by your own service contractor without express prior authorization by EH.**

F. **Service Area.** Our normal service area for in Utah includes Salt Lake, Davis, Weber, Cache, Utah, Tooele, Summit, Wasatch, and Washington counties. We will provide coverage for Warranty Coverage Items in other counties within Utah; however, an additional trip charge will be required for each new service request (see 2.G for details). Coverage for On-demand Service Items is limited to the counties in the normal service area.

G. **Service Fees and Trip Fees.** For each service request you submit, you will be responsible to pay the Service Fee listed on your Declaration of Coverage. Each unrelated problem or breakdown requires a Service Fee. Covered properties outside of our normal service area will be charged a \$75 Trip Fee in addition to the Service Fee for each new service request. If an EH service contractor's diagnosis results in a partial or complete exclusion of coverage or if you miss the scheduled appointment, the Service Fee and Trip Fee will not be refunded. We will not respond to new service requests until all previous Service Fees and Trip Fees are paid.

H. **Expediting Normal Service.** EH will accept your request to expedite non-emergency service if an authorized EH Service Pro is available. However, requests for non-emergency service outside of normal business hours, M – F 9:00 am – 5:00 pm as well as holidays or weekends will require a \$150 Service Fee.

I. **Emergency Claims Outside of Normal Business Hours.** In the event of a time-sensitive emergency, EH will make every reasonable effort to expedite service calls within 24 hours or less. An emergency situation is defined as a failure as a result of:

- A. Plumbing failure causing significant interior leaking or flooding.
- B. A complete loss of cooling or heating systems when forecasted exterior high temperature exceeds 98 degrees Fahrenheit or is below 28 degrees Fahrenheit.
- C. Any covered condition that poses an immediate or imminent threat or danger to health or safety.
- D. A failure that may cause ongoing damage to the home.

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- A. Replacement.** If EH determines, at its sole discretion, that your covered item must be replaced, EH will be responsible for providing equipment comparable in features, capacity, and efficiency up to the Plan Benefit Maximum listed on the Declaration of Coverage. EH is not responsible for matching identical dimensions, color, or brand except as provided by the Brand for Brand Upgrade (see section 6.I for specific details of coverage). EH reserves the right to offer cash in lieu of replacement according to the terms of this Plan as described in section 2.M. EH is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item.
- B. Cash in Lieu.** EH reserves the right to offer cash in lieu of repair or replacement in the amount of EH's actual cost (which may be less than retail) to repair or replace any covered item. If EH makes the decision to provide the Plan Holder cash in lieu of repair or replacement, we will make payment within twenty (20) days from the time that determination is made. If we provide cash in lieu of repair or replacement of a covered item, that item will not be covered until you have provided us with paid invoices or receipts evidencing that it has been correctly repaired or replaced by a service professional.
- C. Service Guarantee.** Services performed by Service Pros authorized by EH shall be guaranteed for a period of thirty (30) days from the date of service. Should the same failure of that item occur within thirty (30) days, we will not charge you another service call fee.
- D. Second Opinions.** EH reserves the right to send out a 2nd opinion on any service request at EH's expense. In the event that EH informs you the malfunction is not covered; you have the right to request a second opinion of the cause of the malfunction. You must ask EH for a second opinion from another EH Service Pro within seven (7) days from the time EH informed you the malfunction was not covered. If the second opinion concludes that the malfunction should be covered, you will not owe an additional service call fee. If you request a second opinion and the outcome of the second opinion is the same as the initial opinion, you will be responsible for the payment of an additional service call fee.
- E. Plan Holder Responsibilities.** You are responsible for operating covered systems and appliances and performing any manufacturer-recommended maintenance on covered equipment according to the guidelines located in the owner's manual. When a failure occurs, turn the covered item off and protect it from further damage and immediately initiate a service request via our website, our mobile application, or by calling EH at (855) 349-8824. Should you fail to protect the covered item from further damage, any consequential damage to covered items is not covered. You are also obligated to provide information relating to the cause, nature, and timing of any breakdown. This information may include inspection reports, real estate contracts, and repair invoices.

4. TOTALLY ELEVATED PLAN COVERAGE

Only items specifically listed as "Covered" in this section are covered by this Plan and excludes all other non-mechanical, structural, cosmetic, consumable, or removable and portable parts and components. Any reference to items in the "Limits & Not Covered" sections herein is for clarification purposes only and will not be deemed as a comprehensive list.

A. ON-DEMAND SERVICE ITEMS

i. RE-KEY SERVICE

Covered: For a Service Fee, Elevate Homescriptions will re-key up to six (6) keyholes, including deadbolts. Elevate Homescriptions will also provide you with up to four copies of the key.

Limits: This service is limited to Re-Key service only – lock-out services, repairing locksets and any other locksmith service will require an additional fee. Only available in our normal service areas.

ii. A/C & HEATING SYSTEM TUNE-UPS

Covered: Air Conditioning Unit: For a Service Fee, Elevate HomeScripts will perform one basic A/C tune-up in accordance with local industry standards. Elevate HomeScripts will calibrate the thermostat; check refrigerant levels & system pressures; test temperature split, perform amp draw on condenser motor, evaporator motor, and compressor; clean condenser coils; check condensate lines; clean or replace filters (must be supplied by owner); clean & tighten electrical connections, check contactors; test capacitors and safety switches.

Heating Unit: For the applicable Service Fee, Elevate HomeScripts will perform one basic heating tune-up in accordance with local industry standards. Elevate HomeScripts will calibrate the thermostat, check heat operations, clean and tighten electrical connections, clean or replace filters (must be supplied by owner), inspect the pilot system, test safety switches, clean burners, and test limit switches.

Limits: Tune-ups are covered for 1 unit. Plan Holder will be responsible to pay \$50 for each additional unit. Only available in our normal service areas.

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iii. PEST CONTROL SERVICE

Covered: For a Service Fee, Elevate Homescrptions will provide a pest control treatment of ants, carpenter ants, roaches, crickets, spiders, ground beetles, box elder bugs, earwigs, silverfish, millipedes, centipedes, pill bugs, sowbugs, and clover mites. Additionally, Elevate Homescrptions will provide limited extermination treatment for mice by placing up to five (5) traps or two (2) bait stations. Note: Pest control treatments will be performed by a pest control company licensed by the state of Utah.

Limits: Only available in our normal service areas.

iv. LAWN FERTILIZATION SERVICE

Covered: For a \$99 Service Fee, EHS will perform one lawn fertilization treatment (from March 1st until September 30th) to green up contract holder's lawn by supplying the necessary nutrients to keep the lawn healthy and thick for up to ten (10) weeks.

Limits: This treatment covers lot sizes of 10,000 square feet or less. Lot sizes larger than 10,000 square feet require an additional fee. Only available in our normal service areas.

v. WINDOW CLEANING

Covered: For a \$99 service call fee, Elevate Homescrptions will clean up to fifteen (15) exterior ground-level windows.

Limits: This service is limited to exterior windows only. Additional fees will be charged for french pane windows and/or second-story windows. Interior window cleaning, screen cleaning, hard water stain removal, and paint overspray removal also require additional fees. Only available in our normal service areas.

vi. CARPET CLEANING SERVICE

Covered: For a \$99 Service Fee, EHS will provide one (1) carpet cleaning service per plan of general soiling in up to three (3) rooms or no more than 600 square feet. For more extensive carpet or upholstery cleaning, Plan Holder will be charged additional fees at discounted rates.

Limits: This service may only be utilized once in a 90-day period. Additional floor cleaning services are available for an additional fee including carpet cleaning over three (3) rooms or 600 square feet, tile and grout cleaning, upholstery cleaning, deodorizing treatments, enzyme stain removal treatments, and more. Only available in our normal service areas.

vii. SMART HOME TECH INSTALLATION & SETUP SERVICE

Covered: For a \$99 Service Fee, Elevate Homescrptions will install and setup one (1) of the following Smart Home Tech devices: Wi-Fi and Network Connectivity Support, Streaming Video Device Setup, Smart Video Doorbell Installation (will be installed where the original doorbell exists), Smart Security Cam Installation, Smart Door Lock Installation, Smart Thermostat Installation, and Smart Hub or Speaker Setup.

Limits: This service is limited to one (1) service for the \$99 Service Fee and requires Wi-Fi signal strong enough to maintain connectivity and to video stream. Mounting on stone, brick, or steel requires an additional fee. Smart doorbell and video installation require appropriate existing wiring. Only available in our normal service areas.

viii. TV WALL-MOUNT INSTALLATION

Covered: For a \$199 Service Fee, Elevate Homescrptions will provide one (1) tilting TV mounting bracket, install the mounting bracket on drywall with metal or wood studs, and mount a TV up to 70" in size. EHW will also connect all basic video/audio components and neatly dress and conceal wires behind drywall.

Limits: This service is limited to one (1) TV wall-mount installation for the \$199 Service Fee. Installing a new power source, moving electrical outlets, and mounting on brick, and/or installation above a fireplace will require an additional fee. Mounting on plaster, tile, or stone surfaces is not covered. Only available in our normal service areas.

B. WARRANTY COVERAGE STANDARD ITEMS

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i. CENTRAL AIR CONDITIONING SYSTEM

Covered: All mechanical parts and components that affect the operation of primary ducted electric central air conditioning, ducted air-source heat pumps, and evaporative coolers not exceeding 5 tons per unit up to the limit as listed on the Declaration of Coverage including the following items:

- Condensing Unit*
- Condenser fan motor
- Condenser coil
- Compressor
- Capacitors
- Reversing valve
- Refrigerant filter dryer
- Air handling unit
- Blower motor
- Evaporative coil
- Metering device (TXV and piston device)
- Thermostats (\$200 per occurrence)
- Accessible refrigerant line leaks
- Internal wiring
- Circuit boards
- Switches and relays
- Breakers
- Disconnect box
- Condensate drain pump
- HVAC Refrigerant - Recharging of refrigerant in air conditioners and heat pumps up to the limit as listed on the Declaration of Coverage when required to complete covered repairs up to \$500.

ii. CENTRAL HEATING SYSTEM

Covered: All mechanical parts and components that affect the operation of ducted central forced air natural gas and propane furnaces, ducted central air sourced heat pumps, and electric baseboard heaters up to the limit of \$5,000 as listed on the Declaration of Coverage including the following items:

- Primary gas furnaces
- Blower motor
- Burners
- Heat exchanger
- Ignitor & pilot assemblies
- Heating elements
- Heat pumps (air source only)
- Reversing valve & defrost control
- Condenser & fan motor
- Compressor
- Thermostats
- Internal wiring
- Circuit boards
- Switches and relays
- Breakers
- Disconnect boxes
- HVAC refrigerant - Refrigerant recapture, reclaim, and recharge in air conditioners and heat pumps up to the Benefit Maximum as listed on the Declaration of Coverage when required to complete covered repairs.

iii. INTERIOR PLUMBING SYSTEM

Covered: All mechanical parts and components that affect the operation of interior plumbing up to the limit of \$5,000 as listed on the Declaration of Coverage including the following items:

- Interior plumbing line leaks (water, gas, and drain lines)
- Drain line stoppages
- Toilets & mechanisms
- Interior plumbing valves (shower/tub, diverter, ball, and gate valves)
- Permanent sump pump (groundwater only)
- Garbage disposals
- Kitchen & bathroom faucets
- Showerheads & shower arms
- Pressure regulators & pressure-reducing valves
- Exterior hose bibs

iv. WATER HEATERS

Covered: All mechanical parts and components that affect the operation of natural gas, propane, or electric water heaters up to the limit of \$2,000 as listed on the Declaration of Coverage including the following items:

- Tank water heater (gas, propane, or electric)
- Tankless water heaters
- Direct vent & power vent water heaters
- Recirculation Pump

v. INTERIOR ELECTRICAL SYSTEM

Covered: All mechanical parts and components that affect the operation of the interior electrical system up to the limit of \$5,000 as listed in the Declaration of Coverage:

- Interior standard voltage wiring
- Plugs
- Switches
- Electrical boxes
- Breaker panels
- Circuit breakers & fuses
- Ceiling & exhaust fans
- Central vacuum motor
- Whole house & attic fans
- Smoke & CO detectors

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vi. GARAGE DOOR OPENER

Covered: All mechanical parts and components that affect the operation of the garage door system and openers up to the limit of \$2,000 as listed in the Declaration of Coverage including the following items:

- Garage door motors
- Springs & door hinges
- Receiver unit, remote transmitters, & keypad
- Eye sensors
- Rail/ Trolley assembly
- Rollers
- Switches
- Carriage
- Push arm
- Capacitor

vii. CEILING & EXHAUST FAN

Covered: All mechanical parts and components that affect the operation of this item up to the benefits Maximum of \$500.

viii. CENTRAL VACUUM MOTOR

Covered: All mechanical parts and components that affect the operation of the motor of this item up to the benefits Maximum of \$1,000 as listed on the Declaration of Coverage.

ix. OVEN / RANGE / COOKTOP

Covered: All mechanical parts and components that affect the operation of the Range / Oven / Cooktop up to the Benefit Maximum of \$3,000 as listed on the Declaration of Coverage.

x. KITCHEN EXHAUST FAN

Covered: All mechanical parts and components that affect the operation of the Kitchen Exhaust Fan up to the Benefit Maximum of \$3,000 as listed on the Declaration of Coverage.

xi. DISHWASHER

Covered: All mechanical parts and components that affect the operation of the Dishwasher up to the Benefit Maximum of \$3,000 as listed on the Declaration of Coverage.

xii. GARBAGE DISPOSAL

Covered: All mechanical parts and components that affect the operation of the Garbage Disposal up to the Benefit Maximum of \$3,000 as listed on the Declaration of Coverage.

xiii. TRASH COMPACTOR

Covered: All mechanical parts and components that affect the operation of the Trash compactor up to the Benefit Maximum of \$3,000 as listed on the Declaration of Coverage.

xiv. KITCHEN REFRIGERATOR WITH ICEMAKER

Covered: All mechanical parts and components that affect the operation of the Kitchen refrigerator and ice-maker up to the Benefit Maximum of \$3,000 as listed on the Declaration of Coverage.

xv. WASHER AND DRYER (PER SET)

Covered: All mechanical parts and components that affect the operation of the washer and dryer up to the Benefit Maximum of \$3,000 as listed on the Declaration of Coverage.

xvi. SPRINKLER SYSTEM & TIMER*

Covered: All mechanical parts and components that affect the operation of the sprinkler system up to \$500 as listed on the Declaration of Coverage occurrence including:

- Accessible PVC line leaks
- Timer
- Accessible wiring
- Sprinkler heads
- Remotely activated control valves
- Backflow prevention devices
- Bubbler heads
- Diaphragms
- Drip lines
- Solenoids

xvii. EMERGENCY LODGING REIMBURSEMENT

Covered: If the forecasted exterior high temperature exceeds 98° F or is below 28° F, Company will reimburse you up to \$100 per night (\$400 max per Plan) in hotel accommodations if you only have one cooling or heating unit or your sleeping area has no cooling or heating, and it takes longer than 1 business day for an approved Service Pro to arrive for your first service visit.

Limits: Elevate Homescrptions reimburses up to a maximum of \$400 per Plan in lodging reimbursements.

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xviii. HOMEOWNER'S INSURANCE DEDUCTIBLE REIMBURSEMENT

Covered: Company will reimburse you up to \$500 of your Homeowner's Insurance deductible if you file a Homeowner's Insurance claim for restoration of consequential or secondary damage in connection with a repair or replacement covered by this Plan. Plan Holder must provide Company with proof of deductible payment within 45 days of such payment to qualify for reimbursement.

C. WARRANTY COVERAGE SELECTED OPTIONAL ITEMS

i. ADDITIONAL KITCHEN REFRIGERATOR/FREEZER

Covered: This option provides coverage for (1) an additional Refrigerator with an Ice maker in the Kitchen. It covers all mechanical parts and components that affect the cooling operation of the refrigerator or freezer.

ii. ADDITIONAL REFRIGERATION UNITS

Covered: All parts and components that affect the cooling operation of the refrigeration unit up to \$1,000 per occurrence. This option is for one (1) freestanding refrigeration unit. A refrigeration unit is defined as a freestanding refrigerator, wet bar refrigerator, wine refrigerator, freestanding ice maker, or freestanding freezer. An additional fee is required for each refrigeration unit that Plan Holder desires to be covered by this Plan.

iii. BUILT-IN POOL/SPA EQUIPMENT* (PER EQUIPMENT)

Covered:

Both the built-in pool and spa are covered if they use common equipment. If they have a separate pump, filtration, and heating systems; only the pool is covered unless an additional fee is paid.

All mechanical parts and components that affect the operation of pool equipment up to the Benefit Maximum as listed on the Declaration of Coverage, including:

- Pool filtration system
- Pool primary pump
- Pool motor & blower
- Standard filter timer
- Pool valves
- Accessible pool plumbing
- Accessible wiring
- Switches
- Gaskets and O-Rings
- Pool Heater

iv. BUILT-IN SALT WATER POOL/SPA EQUIPMENT*

Covered: Both the built-in pool and spa are covered if they use common equipment. If they have separate pump, filtration, and heating systems, then only the pool is covered unless an additional fee is paid.

Covered: All mechanical parts and components that affect the operation of pool equipment up to the Benefit Maximum of \$2,000 as listed on the Declaration of Coverage including:

Pool filtration system
Pool primary pump
Pool motor & blower
Standard filter timer
Pool valves
Accessible pool plumbing
Accessible wiring
Switches
Gasket & O-Rings
Pool Heater
Saltwater control unit
Saltwater circuit board
Salt Cell
Flow sensor for the saltwater chlorinator

v. EXTERIOR MAIN LINE*

Covered: All mechanical parts and components that affect the operation of exterior main line plumbing up to the Benefit Maximum of \$2,000 as listed on the Declaration of Coverage, including exterior water, gas, and drain line leaks; valve leaks; and backflow prevention valves.

vi. WATER SOFTENER

Covered: This option covers the mechanical parts and components that affect the operation of the water softener up to the Benefit Maximum of \$500 as listed on the Declaration of Coverage.

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vii. 2022.7 SEPTIC SYSTEM & 1 PUMPING* (ONE TANK PER OPTION)

Covered: Aerobic pump; jet pump, septic tank, the line from the house to the septic tank, and sewage ejector pump up to the Benefit Maximum of \$1,000 as listed on the Declaration of Coverage. This option also covers a one-time pumping service if the septic tank is full or if a stoppage is the result of a septic tank backup.

viii. WELL PUMP*

Covered: This option covers all mechanical parts and components of a well pump utilized exclusively for domestic use up to the Benefit Maximum of \$1,000 as listed on the Declaration of Coverage.

ix. BRAND FOR BRAND APPLIANCE UPGRADE

Covered: This option provides additional coverage on all kitchen appliances (including the kitchen refrigerator if covered by your Plan) by matching for brand and color of appliance, if available, when replacement is required up to \$10,000 per occurrence.

5. LIMITATIONS OF LIABILITY & EXCLUSIONS

This Plan provides coverage for the specific Warranty Coverage Items and On-demand Service Items listed on the Declaration of Coverage and excludes all other items. There may be situations in which you will be responsible to pay additional costs for parts or services not covered by this Plan. In those cases, we will work with you to determine the best course of action to reasonably minimize your out-of-pocket costs.

A. General Exclusions: This Plan does not cover:

- i. Known defects that existed on or before the Plan effective date. The Plan Holder must have all known pre-existing breakdowns and defects correctly repaired by a service professional and deliver to us any official paid invoices evidencing the repairs before the defective item can be covered.
 - ii. This Plan does not cover non-mechanical, structural, cosmetic, removable and portable accessories, concrete-encased equipment, and consumable items such as, but not limited to, filters and filter housing; electrostatic filter systems; insulation; humidifiers; knobs; dials; buttons; handles; shelves; cabinets; drawers; trays; racks; glass; lights and lighting fixtures; remotes; trim kits; inner door liners; ductwork; registers and grills; dampers; plenums/transitions; flues; vents; condensate pans; roof stands/jacks; toilet lids/seats; shower pans; tile; grouting; caulking; basket strainers; expansion tanks; storage tanks; earthquake straps; solar systems or components; and computerized or electronic systems including energy management systems, lighting and appliance management systems, alarm systems (security and fire), intercom systems, and sound and theater systems.
 - iii. Breakdowns that are caused by any condition that is not considered to be normal wear and tear, such as, but not limited to, misuse, abuse, or improper usage; lack of capacity or insufficient or undersized systems or components; improper previous repairs or modifications; missing parts, components, or equipment; fire, freezing, hail, wind damage, water damage, mold, lightning, smoke, earthquakes, mudslides, soil movement, other acts of nature, power surges, accidents, or any other risk covered by homeowner's insurance; manufacturer or builder defects; chemical, soap, or sediment build-up; pest or pet damage; or odors or noise.
 - iv. With the exception of coverage granted by the Inspection Protection (see section 2.F for specific details of coverage), failure of parts or components caused by the lack of manufacturer-recommended maintenance is not covered.
 - v. EH does not cover repairs or replacements of shared equipment, common areas or facilities of condominiums, mobile home parks, or common interest communities.
 - vi. EH shall not be liable for consequential, incidental, or secondary damages resulting from the malfunction of any covered item, such as, but not limited to, food spoilage, loss of income, utility bills, additional living expenses, or the restoration or repair of walls, ceiling, flooring, cabinets, countertops, or painting.
 - vii. Under no circumstances shall EH be responsible to perform service or repairs involving toxic or other hazardous materials or substances including, but not limited to, asbestos, mold and other pathogenic organisms, and other contaminants.
- A. EH shall not be responsible for the repair or replacement of any system, appliance, or other item that is covered by a homeowner's insurance policy or a manufacturer, distributor, builder, or extended warranty.
- B. EH shall not be responsible for the repair or replacement of any system, appliance, or other item which has been deemed to be defective by the Consumer Product Safety Commission or which has been recalled by the manufacturer.
- C. EH does not provide coverage for Commercial grade equipment even when used in residential applications.

Home Service Agreement for 123 Sample Way

A. General Limitations of Liability:

- i. **Code Upgrades, Permits, and other fees:** Except as listed on the Declaration of Coverage, EH is not responsible for any additional work or costs required to correct code violations or costs or work required to comply with any current local, state, or federal laws, regulations, ordinances, or building or zoning code requirements. Except as listed on the Declaration of Coverage, EH is not responsible for the costs of obtaining legally required permits or other fees associated with a covered repairs and replacements including, but not limited to, application fees; costs related to refrigerant recapture and reclamation; haul away or disposal fees; variance requests; crane costs; costs of legally required tests; the cost of construction or other structural modifications made necessary by repairing or replacing covered equipment; or other indirect costs.
- ii. **Access Limitations:** Except as listed on the Declaration of Coverage, EH is not responsible for providing access to covered items, closing access to covered items, or for costs of restoration of any wall, floor, cabinets, countertops, tile, stone, brick, paint or the like. EH is also not responsible for costs to excavate, to backfill, or to locate leaks, blockages, breaks, or other mechanical failures that are not accessible, nor will EH pay to install clean-outs.
- iii. EH is not responsible for delays in providing timely service due to conditions outside of its control including, but not limited to, delays in obtaining parts or equipment, and labor difficulties.
- iv. EH is not responsible for upgrades, components, or parts required due to the incompatibility of the existing equipment with the replacement system, appliance, component, or part thereof or new type of material or chemical 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.
- v. Systems and appliances that are installed at the premises at any time after the effective date of this Plan are not covered unless EH agrees to provide coverage for such items.

6. TRANSFER OF THIS PLAN

This Plan may only be transferred to a subsequent purchaser of a covered structure within the Coverage Period. In order to transfer this Plan, you must notify EH prior to the sale of the covered structure or EH shall have no obligations to the subsequent purchaser under this Plan.

7. RENEWALS & CANCELLATION

- A. **Renewals:** This Plan automatically renews unless cancelled by you or not renewed by us. If the Plan Fee or the Plan Terms and Conditions change upon renewal, we will notify you of the new Plan Fee and/or new Plan Terms and Conditions at least 45 days prior to the expiration of the current Plan. Upon renewal, the Plan fee will be charged on a monthly basis; and, the Plan Fee and Plan Terms and Conditions will not change for a period of 12 months.
- B. **Cancellation:** This Plan shall be cancellable by the Plan Holder at any time. This Plan may not be cancelled by EH during the coverage term, except when:
 - A. Payment of the Plan fees are not received;
 - B. Material misrepresentation has occurred;
 - C. A substantial breach of contractual duties has occurred; or
 - D. A substantial change in risk has occurred after the effective date.
- A. If the Plan Holder cancels this Plan any time after the effective date, the Plan Holder will be entitled to 75% of the pro-rata refund of the paid plan fee for the unexpired term less any service costs incurred, unpaid service fees, and a \$50.00 administrative fee. If EH cancels this Plan, you will be entitled to receive a pro-rata refund minus an administrative fee of \$50.00. In cases of non-payment, EH will send you a notification letter ten (10) days prior to cancellation. If EH elects to cancel this Plan for any other reason, EH will send you a notification letter 30 days prior to termination of coverage.

8. UTAH RESIDENTS

The coverage provided under this Plan is not guaranteed by the Property and Casualty Guaranty Association. This Plan is subject to regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department.

9. MAIL PAYMENT TO

Elevate Homescriptions, P.O. Box 801 Orem, UT 84059. Monthly payments must be set up through our corporate office with a major credit card. To set up Monthly Recurring Payments, please call: 855-349-8824 or visit www.ElevateHomeScriptions.com