



## RESIDENTIAL WARRANTY SERVICES, INC.

THE ADVANTAGE PLAN HOME WARRANTY

*No one knows more about home repair.*

Most home warranties exclude common household mechanical components such as garage door openers, icemakers, refrigerators, humidifiers, and electronic air cleaners. Residential Warranty Services offers more, and has delivered on that promise since 1988.

*Enjoy peace of mind.*

Breaks, repairs, malfunctions...they never happen at a good time. But with the protection of Residential Warranty Services, you can enjoy peace of mind and avoid costly repairs.

*Protect your investment.*

1 (800) 544-8156 | [www.rswarranty.com](http://www.rswarranty.com)

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PROTECTING YOUR INVESTMENT SINCE 1988



Base Plans <small>please choose one</small>	Price
\$75 Deductible	\$435
\$50 Deductible	\$515
Duplex	\$695
Triplex	\$1,015
Fourplex	\$1,435
Optional	Price
Pool & Spa	\$185
Additional Water Heater	\$55
Additional Furnace/HVAC	\$85
Washer/Dryer	\$45
Additional Sump Pump	\$45
Additional Kitchen Appliance	\$35
Well Pump	\$85
Sewage Pump	\$85
Septic Tank Pumping	\$45
Garage Door Spring	\$35
Roof Leak Repair	\$55
Water Softener	\$55
Drain Line Stoppage	\$55
Gold Package Upgrade	\$160
\$400 Upgrade Bonus (13 SEER)	Included
\$300 Code Upgrades with claim	Included
Garage Door Spring	Included
Alarm Wiring	Included
Attic Fan	Included
Termite Treatment	Included
Washer/Dryer	Included
<b>TOTAL POLICY COST:</b>	

### BASIC WARRANTY

HVAC | Plumbing | Electric | Water Heater | Sump Pump | Garage Door Opener | Exhaust Fan | Dishwasher | Garbage Disposal | Microwave | Range/Oven | Trash Compactor | Refrigerator | Whirlpool Motor

### OPTIONAL

Pool Mechanical | Spa Mechanical | Well Pump | Sewage Pump | Septic Tank Pumping | Garage Door Spring | Water Softener | Washer/Dryer | Roof Leak Repair | Termite Treatment | Drain Line

### Warranty Application

Buyer's Coverage  Listing Coverage

#### Property to be Covered

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Seller \_\_\_\_\_ Phone # ( \_\_\_\_\_ ) \_\_\_\_\_

Buyer \_\_\_\_\_ Phone # ( \_\_\_\_\_ ) \_\_\_\_\_

Email \_\_\_\_\_

#### Agent Information

**Listing Agent** \_\_\_\_\_  Procured

Office \_\_\_\_\_ Phone # ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

Listing Expiration Date \_\_\_\_\_

**Selling Agent** \_\_\_\_\_  Procured

Office \_\_\_\_\_ Phone # ( \_\_\_\_\_ ) \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Title Company Name** \_\_\_\_\_

Closer \_\_\_\_\_

Phone # ( \_\_\_\_\_ ) \_\_\_\_\_ Fax # \_\_\_\_\_

Address \_\_\_\_\_

Inspection Company \_\_\_\_\_

Phone # ( \_\_\_\_\_ ) \_\_\_\_\_

Closing Date \_\_\_\_\_

Deliver to:  Closing  Agent  Residence

After being presented with this contract, and being made aware that the agent/agency is not liable for any future repairs related to the subject property, the client wishes to  Accept  Decline the home warranty coverage and understands fully the terms and conditions contained herein.

Client Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed \_\_\_\_\_

- Commercial equipment is not covered. Any non-domestic equipment is limited to \$500 aggregate coverage for the contract term. Any ultra-premium or commercial-like appliances, double wall ovens, combination ovens (i.e. Oven/microwave) have an aggregate coverage limit of \$600.
- RWS has the sole right of determining whether a component shall be repaired or replaced. Replacement shall have similar capacity and features, however, RWS is not responsible for matching brand, colors, dimensions, or modifying cabinets or structure of any kind. Should the contractholder wish to replace a repairable item, at their election, the contractholder may choose to receive a cash payment or allowance in lieu of repair. In such cases, the cash payment shall be made in accordance with RWS negotiated service rates.
- Contractholder is responsible for the difference in costs for any refrigerants other than R-22, for blower motors other than standard AC motors, and for units and components in excess of 5 tons capacity. Contractholder is responsible for the costs of access to units when on rooftops or elevated. RWS will not cover linersets traveling through community property.
- RWS will pay only up to the cost of a conventional tank replacement at up to 75 gallons/300 liters for any water heater replacement, not to exceed \$800. In the case of power vent, high efficiency, larger or commercial units, the contractholder will likely incur additional charges. RWS will pay a maximum of \$250 for induction fans on water heaters during any repairs.
- This contract does not apply to leased equipment and any other manufacturer's warranty. All other warranty coverage shall be exhausted first. Coverage applies only to real property.
- In homes where there are multiple of any type of system, each system must be covered in order for contract to be valid. Failure to elect and pay for mandatory additional coverages may void the contract and result in cancellation.
- This contract is a service contract and not a reimbursement contract. You must call for service at 1-800-544-8156.
- Optional coverages limitations: Roof Repair coverage is limited to \$400 aggregate, Septic tank pumping is limited to \$300 aggregate, Pool/Spa coverage is limited to \$500 for heaters and \$500 for all other components, Well pump coverage is limited to \$400, Sewage Pump Coverage is limited to \$900, Washer/Dryer coverage is limited to \$400 for each unit, Termite Treatment is limited to \$700, Drain line Stoppage is limited to \$275, and Garage Door spring coverage is limited to \$250 aggregate.
- The contractholder is ultimately responsible for determining what type of service contractor (i.e. HVAC, plumber, electrician, etc.) is dispatched for a claim. An RWS claims handler can assist the contractholder in this determination upon request. However, the ultimate responsibility of the type of contractor is the contractholder. Should the requested contractor not be of the trade necessary to fix the covered problem, it will be treated as a "non-claim."
- In the event of a "non-claim," where a vendor is requested and the problem is either not within the realm of the contract or unrelated to the vendor's trade, the vendor will charge the entire trip charge to the contractholder. This amount may be higher than the deductible in some cases. The vendor will also charge for any time he/she has in diagnosis and determination of the problem as well.
- Rights of the homeowner: The contractor we send to service a claim does not have to be the contractor to perform the repair work. After diagnosis of the problem, the homeowner may request a cash payment in lieu of repair for that claim. RWS does not guarantee the work performed by contractors outside of our network of authorized contractors under our "single deductible" per claim contract. (See below.)
- Single Deductible Per Claim Contract: RWS is not the servicing contractor. All RWS contractors are screened for mandatory qualifications, insurance, and references. As a risk management company, we cannot guarantee the work of our contractors, or take responsibility for liabilities they may incur through the course of work. We do, however, have a single deductible per claim contract. Should a single mechanical malfunction result in the replacement of a component (i.e. a gas valve, faucet, disposal, motor, switch, relay, etc.), and that same component fails at any time during the same contract year, it will be fixed and /or replaced at no further cost to the contractholder. The circumstances under which it broke must be covered by the warranty and we reserve the right to send the same contractor to your home if the problem reoccurs within the warranty period. Furthermore, it is our contract that the contractor leave a copy of the invoice or work performed at the contractholder's home for any repair. Each contractor has their own contract on how long they guarantee their workmanship and parts, which may extend beyond the term of your warranty with us. Please call your contractor for details.
- This contract covers only items falling within the perimeter of the foundation of the home and attached garages. We only cover homes on permanent foundations. Exceptions to the perimeter of the home clause include the air conditioner, which sits outside the perimeter of the home, and certain optional coverages where the covered component(s) are inherently outside the foundation of the home.
- Any statements made by an employee of RWS or any subcontractor of RWS are not binding upon RWS. Any statements made by any employee of RWS or any subcontractor of RWS will not serve to modify the terms of the contract. This contract may only be modified in writing signed by an authorized representative of RWS and the customer.
- In the case of a part being available but requiring shipping charges, RWS shall not be responsible for shipping and/or expediting fees. RWS shall be responsible only for the cost of the part itself and any applicable sales tax.

See Contract Notice For Any Additional Terms And Conditions

### FOR SERVICE

Call: 800.544.8156 24 hours a day

Optional\* **Septic Tank Pumping** \*Optional

COVERED: Up to one tank pumping in the case of system failure due to a full septic tank. Coverage may only become effective if a septic certification was completed within 90 days prior to close of sale and only becomes effective 30 days after the closing.  
NOT COVERED: Multiple pumpings, leach fields and other septic components, disposal of waste, chemical treatments, tanks, cesspools, the cost of gaining or finding access to the septic tank.

Optional\* **Garage Door Spring** \*Optional

COVERED: Up to two (2) failed garage door spring replacements per contract year.

Optional\* **Water Softener** \*Optional

COVERED: Water softener components and plumbing to and from the unit (up to \$500 aggregate).

NOT COVERED: Softening effectiveness, system failure due to sediment or lime buildup, conditions of insufficient or excessive water pressure, color or purity of the water, water purification systems, reverse osmosis systems, salt replacement, rust or corrosion, systems that do not run on electric power.

Optional\* **Washer/Dryer** \*Optional

COVERED: One washer and one dryer, related components including motors, pumps, timers, wiring, relays and switches, belts, hoses, thermostats, heating elements and burners, gas valve, and pulleys.

NOT COVERED: Damaged clothing, soap dispensers, plastic tubs, filter screens, knobs, dials, venting, lint screen, door seals, secondary units, panels and cabinetry.

Optional\* **Roof Leak Repair** \*Optional

COVERED: Leaks only, to rolled roofing, composition shingles, and flashing.  
NOT COVERED: Water damage, leaks resulting from wind and storm conditions (or any harsh weather conditions), missing shingles, preexisting leaks, routine periodic maintenance, damage due to persons walking or standing on roof, gutters.

Optional\* **Termite Treatment** \*Optional

\* Not Available in all Areas \*

COVERED: Conventional chemical treatment in the case of a new infestation and a clear pest infestation report in the 90 days prior to the start of the contract.

NOT COVERED: Baiting systems, infestations resulting from removal or non-maintenance of baiting systems, damage caused by wood destroying insects, infestation in decks, fencing or any other area outside the perimeter of the foundation of the home and attached garage.

Optional\* **Drain Line Stoppage** \*Optional

COVERED: Stoppages accessible and clearable by a ninety (90) foot standard sewer cable.

NOT COVERED: Outside influences, such as roots, excavation, modifications to sewer lines to make them accessible.

### LIMITS OF LIABILITY

- Units/items rusted beyond repair before the end of the 30 day period after contract commencement or during listing coverage are not covered. This includes any and all rust conditions and leaks in coils, water heaters and any other working components.
- Any upgrade required by code or law is not covered. If a covered system repair or replacement involves an upgrade for any reason, the additional cost is the responsibility of the contractholder.
- RWS is not responsible for the cost to gain access or close access to a covered item.
- RWS reserves the right to a second opinion at no additional charge to the contractholder.
- Coverage for any items encased in concrete is limited to \$400 aggregate.
- RWS does not cover items where environmental issues arise such as lead, mold, or asbestos.
- RWS does not cover consequential or secondary damage caused by malfunctions of covered items. For example, if a covered plumbing issue results in damage to drywall on the walls or ceiling of the house, RWS is not responsible for these secondary damages. RWS is not an insurer.
- RWS does not pay for the costs of permits.
- RWS reserves the right to make a cash payment to a contractholder in lieu of repair/replacement. The cash payment will reflect RWS negotiated cost for service or replacement of failed part and may be less than retail.
- RWS shall be responsible only for the costs of installation of a similar part in the case of an obsolete or unavailable part.
- Repairs necessary as a result of any act of nature, misuse, abuse, lack of maintenance, wind, rain, tornado, fire, hurricane, riots, civil commotion, or any other outside influence, natural or unnatural, are not covered under this contract.
- Any information pertaining to optional coverages generally in this contract is not an indication of coverage. Please refer to your contract to see which additional coverage(s) have been elected. Any Additional Coverage is specifically excluded unless elected prior to mechanical malfunction and paid in full.
- Solar systems, holding tanks, system management controllers, smoke detectors and alarm systems are not covered under this contract unless included in an optional package.

