

Homescription Plan Declaration of Coverage

Plan Holder(s):

[Holder Name and Co-holder Name]
[Mailing Address]
[City], [State] [Postal Code]

Covered Property:

[Property Address]
[City], [State] [Postal Code]

Coverage Type:

[Existing Homeowner, Renewal]
Coverage

Subscription #:

[Subscription Number]

Plan:

[Standard, Enhanced, Premier, Epic] Utah
2025.7

Service Area:

[Normal, Extended]

Subscription Term:

[Start Date] - [Expiration Date] Auto-Renews

Plan Fee:

[\$Amount] [Annually, Monthly]

Home Warranty Coverage Item Service Fee:

[\$Service Fee Amount]

Home Warranty Coverage Items (Benefit Maximum)	Standard	Enhanced	Premier	Epic
Air Conditioning and Heating				
Central Air Conditioning System	No Dollar Limit	No Dollar Limit	No Dollar Limit	No Dollar Limit
Central Heating System	No Dollar Limit	No Dollar Limit	No Dollar Limit	No Dollar Limit
HVAC Refrigerant	X	X	\$500 / Request	No Dollar Limit
HVAC Incompatibility Upgrade (Relates to EPA Mandated Refrigerant Change)	X	X	X	No Dollar Limit
Plumbing				
Interior Plumbing System	No Dollar Limit	No Dollar Limit	No Dollar Limit	No Dollar Limit
Garbage Disposals	No Dollar Limit	No Dollar Limit	No Dollar Limit	No Dollar Limit
Toilets	Builder's Standard	Builder's Standard	\$600 / Request	\$600 / Request
Water Heaters	X	No Dollar Limit	No Dollar Limit	No Dollar Limit
Water Heater Expansion Tanks	X	X	No Dollar Limit	No Dollar Limit
Faucets, Showerheads, and Shower Arms	X	\$500 / Request	\$500 / Request	\$500 / Request
Interior Sump Pumps & Sewage Ejectors	X	\$500 / Request	\$500 / Request	\$500 / Request
Pressure Regulators & Pressure Reducing Valves	X	\$500 / Request	\$500 / Request	\$500 / Request
Appliances				
Dishwashers	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Ranges, Ovens, & Cooktops	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Built-in Microwaves	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Kitchen Hood Exhaust Fans	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Kitchen Refrigerator (1 Unit)	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Washer & Dryer (1 Set)	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Electrical				
Interior Electrical System	No Dollar Limit	No Dollar Limit	No Dollar Limit	No Dollar Limit
Ceiling Fans, Exhaust Fans, Attic Fans, and Whole-house Fans	\$300 / Request	\$300 / Request	\$500 / Request	\$500 / Request
Garage Door System & Openers	X	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Smoke & CO Detectors	X	\$500 / Request	\$500 / Request	\$500 / Request
Extended Coverage				
Equipment Disposal	X	X	No Dollar Limit	No Dollar Limit
Smart Home Devices	X	X	X	\$500 / Request
Emergency Lodging Reimbursement	X	X	X	\$150 / night (\$500 max)
Sprinkler System & Timers*	X	X	X	\$500 / Request
Homeowner's Insurance Deductible Reimbursement	X	X	X	\$500 / Request
No OPC (Out of Pocket Costs) Upgrade	X	X	X	\$1,500 / Request

Optional Home Warranty Coverage Items (Benefit Maximum)	Standard	Enhanced	Premier	Epic
Appliances				
Additional Refrigerator / Freezer (1 Unit)	X	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Brand-for-Brand Upgrade	X	\$10,000 / Request	\$10,000 / Request	\$10,000 / Request
Additional Kitchen Refrigerator (1 Unit)	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Additional Washer & Dryer (1 Set)	X	\$2,000 / Request	\$4,000 / Request	\$7,500 / Request
Air Conditioning and Heating				
HVAC Incompatibility Upgrade (Relates to EPA Mandated Refrigerant Change)	No Dollar Limit	No Dollar Limit	No Dollar Limit	Included
Pool and Spa				
Built-in Pool/Spa Equipment with Standard timer*	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Built-in Pool/Spa Equipment with Automation Controller*	\$2,000 / Request	\$2,000 / Request	\$2,000 / Request	\$2,000 / Request
Additional Pool Pump*	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Plumbing				
Exterior Main Line Coverage*	\$2,000 / Request	\$2,000 / Request	\$2,000 / Request	\$2,000 / Request
Water Softener	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Reverse Osmosis System	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Well Pump*	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Septic System* (1 Tank)	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request	\$1,000 / Request
Other				
No OPC (Out of Pocket Costs) Upgrade	\$1,500 / Request	\$1,500 / Request	\$1,500 / Request	Included
Guest House/ADU	Plan Limits Apply	Plan Limits Apply	Plan Limits Apply	Plan Limits Apply
Sprinkler System & Timers*	\$500 / Request	\$500 / Request	\$500 / Request	Included

On-demand Service Item Service Fees	Standard	Enhanced	Premier	Epic
Re-key	\$ 85	\$ 85	\$ 85	\$ 85
A/C & Heating System Tune-ups	\$ 85	\$ 85	\$ 85	\$ 85
Garage Door System Tune-up	\$ 85	\$ 85	\$ 85	\$ 85
Garbage Bin Claining	\$ 85	\$ 85	\$ 85	\$ 85
Lawn Fertilization	\$ 99	\$ 99	\$ 99	\$ 99
Carpet Cleaning	\$ 119	\$ 119	\$ 119	\$ 119
Window Cleaning	\$ 99	\$ 99	\$ 99	\$ 99
Dryer Vent Cleaning	\$ 99	\$ 99	\$ 99	\$ 99
Smart Home Tech Installation & Setup	\$ 99	\$ 99	\$ 99	\$ 99
TV Wall-Mount Installation	\$ 199	\$ 199	\$ 199	\$ 199

Optional Recurring Maintenance Services	Monthly Fee	Frequency	Limits
Pest Control	[Amount]	[Frequency]	
House Cleaning	[Amount]	[Frequency]	
Weekly Pool Maintenance	[Amount]	[Frequency]	
Weekly Pool Maintenance & Total Pool Warranty (No Service Fee on Pool Warranty)	[Amount]	[Frequency]	\$2,000 / Request
Lawn Mowing Maintenance	[Amount]	[Frequency]	
Lawn, Tree, Shrub, & Weed Maintenance	[Amount]	[Frequency]	

Homescription Plan Terms of Coverage

A. Homescription Plan Overview

1. This Agreement constitutes a legal agreement between the Plan Holder listed on the Declaration of Coverage and Elevate Homescriptions and its parent, affiliates, and subsidiaries. The provider, seller, and administrator of this Homescription Plan (hereinafter referred to as "Plan") is Elevate Homescriptions (hereinafter referred to as "Company"), which is located at PO Box 801, Orem, UT 84059. Obligations under this Plan are backed by the full faith and credit of Company. Company 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 Company. Company 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 Company, the Plan Provider/Obligor. "You" shall mean the Plan Holder listed on the Declaration of Coverage.
2. This Plan is a Homescription which is defined as home warranty coverage for home systems and appliances (hereinafter referred to as "Home Warranty Coverage Items"), on-demand home services (hereinafter referred to as "On-demand Service Items"), and recurring home maintenance services (hereinafter referred to as Recurring 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.
3. Subject to the terms, conditions, exclusions, and limitations specified below and as listed in the Declaration of Coverage, Company will provide service on the On-Demand Service Items when requested and will also repair or replace Home 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 (Home Warranty Coverage Items that were installed after the effective date must be registered and approved by Company to be covered by 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, which are defined as physical moving parts that create motion, transmit force, or trigger actions that affect the primary operation of the Home Warranty Coverage Item; and
 - vi. are reported during the term of this Plan.

B. Homescription Plan Coverage

1. Home Maintenance Services

i. On-demand Service Items

a. Re-key

Covered: For a Service Fee of \$85, Company will re-key up to six (6) keyholes, including deadbolts. Company 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 at Service Pro retail rates.

b. A/C & Heating System Tune-ups

Covered: Air Conditioning Unit: For a Service Fee of \$85, Company will perform one (1) basic A/C tune-up in accordance with local industry standards. Company will test 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 a Service Fee of \$85, Company will perform one (1) basic heating tune-up in accordance with local industry standards. Company will test the thermostat, check heat operations, clean and tighten electrical connections, clean or replace filters (must be supplied by owner), inspect pilot system, test safety switches, clean burners, and test limit switches.

Limits: Tune-ups are covered for one (1) unit. Plan Holder will be responsible to pay \$50 for each additional unit.

c. Garage Door System Tune-up

Covered: For a Service Fee of \$85, Company will perform one (1) garage door tune-up. Company will inspect the garage door system; tighten loose hardware, balance the door, adjust the spring tension; bearings; and cables to ensure smooth and efficient operation, lubricate all moving parts, perform safety tests, and adjust safety sensors.

Limits: Tune-ups are covered for one (1) unit. Plan Holder will be responsible to pay \$85 for each additional garage door.

d. Garbage Bin Clinging

Covered: For a Service Fee of \$85, Company will clean and sanitize up to two (2) garbage bins with 200°F water.

Limits: Garbage bin cleaning may be unavailable during winter months. Bins with maggot or rodent infestations will require an additional fee at Service Pro retail rates.

e. Lawn Fertilization

Covered: For a Service Fee of \$99, Company will perform one (1) lawn fertilization treatment (between March 1st and September 30th) to green up Plan 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 at Service Pro retail rates.

f. Carpet Cleaning

Covered: For a Service Fee of \$119, Company will provide carpet cleaning service of general soiling in up to three (3) rooms or no more than 600 square feet.

Limits: Additional floor cleaning services are not included and will require an additional fee at Service Pro retail rates 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.

g. Window Cleaning

Covered: For a Service Fee of \$99, Company will clean up to fifteen (15) exterior ground-level windows.

Limits: This service is limited to exterior windows only. French pane windows, second story windows, interior window cleaning, screen cleaning, hard water stain removal, and paint overspray removal are not included and will require an additional fee at Service Pro retail rates.

h. Dryer Vent Cleaning

Covered: For a Service Fee of \$99, Company will clean one (1) dryer vent that vents out of the first-story wall of the dwelling.

Limits: This service is limited to single-family dwellings. Second story vents, rooftop vents, and multi-family dwellings are not included and will require an additional fee at Service Pro retail rates.

i. Smart Home Tech Installation & Setup

Covered: For a Service Fee of \$99, Company 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 original doorbell exists), Smart Security Camera 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 are not included and will require an additional fee at Service Pro retail rates. Smart doorbell and video installation requires appropriate existing wiring.

j. TV Wall-Mount Installation

Covered: For a Service Fee of \$199, Company 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. Company 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, mounting on brick, and/or installation above a fireplace are not included and will require an additional fee at Service Pro retail rates. Mounting on plaster, tile, or stone surfaces is not covered.

ii. Optional Recurring Maintenance Service Items

Recurring Maintenance Service Items are optional and availability varies by location. Pricing is determined based on characteristics of the covered property and the frequency of service. When chosen, these services will be charged on a monthly basis to your payment method on file. The following are samples of recurring home maintenance services that may be available for your property. Contact Company via our mobile app, website at ElevateHomescriptions.com, or by phone at 855-349-8824 for pricing and availability.

a. Pest Control

Covered: This service includes a general pest treatment at the frequency listed on the Declaration of Service and includes the application of pest control products designed to eradicate and remediate mosquitos, flies, ants, crickets, spiders, silverfish, pill bugs, earwigs, centipedes, millipedes, wasps, roaches, and limited treatment of mice from inside the home. The treatments include a barrier treatment around the perimeter of home, applying granules at drippers targeting pest breeding sites in the yard, and application inside the home as needed. If pest activity spikes between visits, We will retreat the property without an additional fee.

Limits: This service provides limited extermination or treatment of mice by placing up to five (5) traps or two (2) bait stations. Examples of services that would require an extra fee include treatments for any pest not listed as covered including bed bugs, fleas, ticks, German roaches, rats and roof rats, bees, mites, scorpions, and termites.

Minimum Commitment Period: The price is for a Minimum Commitment Period of three (3) months from the date of your first appointment. If service is cancelled before the Minimum Commitment Period has elapsed, You will be subject to a cancellation fee of \$50.

b. House Cleaning

Covered: Service includes sweeping and cleaning of all floor surfaces; vacuuming; wiping down mirrors and counters; dusting all accessible surfaces; wiping down the exterior of kitchen appliances & cabinets; cleaning inside of microwave; emptying sink and loading dishwasher with dirty dishes; washing and sanitizing the bathroom showers and tubs, toilets, faucets and fixtures; and taking out garbage and recycling.

Limits: Examples of services that would require an extra fee include cleaning ceiling fans; cleaning baseboards; cleaning interior windows; washing dishes; vacuuming drapes and valances; cleaning door frames; door knobs and switch plates; and cleaning inside the refrigerator and oven, and doing laundry.

Minimum Commitment Period: The price is for a Minimum Commitment Period of three (3) months from the date of your first appointment. If service is cancelled before the Minimum Commitment Period has elapsed, You will be subject to a cancellation fee of \$100.

c. Weekly Pool Maintenance

Covered: We will provide a water analysis, perform administration of all chemicals to maintain properly balanced water, clean salt cell (as needed), empty skimmer/pump baskets, backwash filter, brush walls and steps, inspect pool equipment, skim surface and bottom debris, vacuum pool floor (as needed), lube backwash piston O-rings and lid O-rings (as needed).

Limits: Examples of services that would require an extra fee include filter cleanings (filters require a cleaning service every six months), green pool clean-up, sand changes, and acid washes.

Minimum Commitment Period: The price is for a Minimum Commitment Period of three (3) months from the date of your first appointment. If service is cancelled before the Minimum Commitment Period has elapsed, You will be subject to a cancellation fee of \$100.

d. Weekly Pool Maintenance & Total Pool Warranty (No Service Fee on Pool Warranty)

Covered: Weekly Pool Maintenance: We will provide a water analysis, perform administration of all chemicals to maintain properly balanced water, clean salt cell (as needed), empty skimmer/pump baskets, backwash filter, brush walls and steps, inspect pool equipment, skim surface and bottom debris, vacuum pool floor (as needed), lube backwash piston O-rings and lid O-rings (as needed). **Total Pool Warranty:** 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 equipment is covered unless an additional fee is paid. The following mechanical parts and components are covered up to the Benefit Maximum (\$2,000 / Request) as listed on the Declaration of Coverage including:

- | | | |
|---|----------------------------|---------------------------|
| ✓ Pool filtration system | ✓ Auto fill valve | ✓ Accessible wiring |
| ✓ Pool primary pump | ✓ Manual valves | ✓ Switches |
| ✓ Pool motor & blower | ✓ Natural gas pool heater | ✓ Gaskets and O-Rings |
| ✓ Automation controller & circuit board | ✓ Turbo valves | ✓ Saltwater cell |
| ✓ Actuator pool valves | ✓ Accessible pool plumbing | ✓ Saltwater circuit board |

Not Covered: Remotes and remote control panels; cleaning equipment including pop-up heads, pool sweeps, robotic cleaners, skimmers; disposable filter mediums including sand, diatomaceous earth (DE), filter cartridges; auxiliary motor pumps including water feature, waterslide, booster and negative edge pumps (unless additional pool pump option is selected); heat pumps; pool covers and cover motors; lights; salt; filter cleanings (filters require a cleaning service every six months); green pool clean-up; sand and DE changes; and acid washes.

Minimum Commitment Period: The price is for a Minimum Commitment Period of three (3) months from the date of your first appointment. If service is cancelled before the Minimum Commitment Period has elapsed, You will be subject to a cancellation fee of \$100.

e. Lawn Mowing Maintenance

Covered: This service includes:

- ✓ mowing Your lawn evenly up to three (3) - six (6) inches of lawn growth to a seasonally appropriate height for Your grass type;
- ✓ edging and trimming along fences, walkways and curbing; and
- ✓ blowing grass clippings off Your rock and hard surfaces at the frequency listed on the Declaration of Service.

Limits: This service is intended for regularly maintained yards. Examples of services that would require an extra fee include servicing overgrown yards that require mowing more than six (6) inches of lawn height; bulk clean up; pet waste cleanup; planting new plants; dethatch; weeding; overseeding, and fertilization. Unusual property conditions may require an additional fee above the original price. If such conditions require an additional fee, You will be notified prior to the second visit.

Long Grass Limit: When your grass is overgrown (greater than six (6) inches), you will be charged an additional fee for the additional time it takes to complete the job. We reserve the right to charge up to 2x the original price to service overgrown grass. If your grass is extremely overgrown (taller than twelve (12) inches), we will provide you with a custom quote for the completion of the job.

Minimum Commitment Period: The price is for a Minimum Commitment Period of three (3) months from the date of your first appointment. If service is cancelled before the Minimum Commitment Period has elapsed, You will be subject to a cancellation fee of \$100.

f. Lawn, Tree, Shrub, & Weed Maintenance

Covered: This service includes:

- ✓ mowing your lawn evenly up to three (3) - six (6) inches of lawn growth to a seasonally appropriate height for your grass type;
- ✓ edging and trimming along fences, walkways and curbing;
- ✓ blowing grass clippings off your rock and hard surfaces;
- ✓ trimming your shrubs, bushes, hedges, and trees that are less than 6-foot tall off of walkways, off structures, and an appropriate distance away from each other;
- ✓ blowing and removing the clippings, twigs, and general yard debris;
- ✓ light weeding or pruning depending on the condition of the weeds and bushes;
- ✓ and applying a post-emergent weed kill treatment in the flowerbeds and landscaped areas at the frequency listed on the Declaration of Service. The scope of the trimming will be performed according to the health condition of the plants and to retain proper color where possible.

Limits: This service is intended for regularly maintained yards. Examples of services that would require an extra fee include servicing overgrown yards that require mowing more than six (6) inches of lawn height; bulk clean up; pet waste cleanup; planting new plants; dethatch; weeding; overseeding, and fertilization. Unusual property conditions may require an additional fee above the original price. If such conditions require an additional fee, You will be notified prior to the second visit.

Long Grass Limit: When your grass is overgrown (greater than six (6) inches), you will be charged an additional fee for the additional time it takes to complete the job. We reserve the right to charge up to 2x the original price to service overgrown grass. If your grass is extremely overgrown (taller than twelve (12) inches), we will provide you with a custom quote for the completion of the job.

Minimum Commitment Period: The price is for a Minimum Commitment Period of three (3) months from the date of your first appointment. If service is cancelled before the Minimum Commitment Period has elapsed, You will be subject to a cancellation fee of \$100.

2. Home Warranty Coverage Items

i. Air Conditioning and Heating

a. Central Air Conditioning System

Covered: All mechanical parts and components that affect the operation of primary ducted electric central split and packaged air conditioning units, and mini-split units not exceeding 5 tons per unit up to the Benefit Maximum ([No Dollar Limit, No Dollar Limit, No Dollar Limit, No Dollar Limit]) as listed on the Declaration of Coverage including the following items:

- | | | |
|--------------------------------|---|------------------------------|
| ✓ Condensing unit* | ✓ Air handling unit | ✓ Internal wiring |
| ✓ Condenser fan motor | ✓ Blower motor | ✓ Circuit and control boards |
| ✓ Condenser coil | ✓ Evaporative coil | ✓ Switches and relays |
| ✓ Compressor | ✓ Metering device (TXV and piston device) | ✓ Breakers |
| ✓ Capacitors | ✓ Thermostats | ✓ Disconnect box |
| ✓ Reversing valve | ✓ Accessible refrigerant line leaks | ✓ Refrigerant filter dryer |
| ✓ Primary condensate drain pan | ✓ Condensate drain lines | ✓ Condensate drain pump |

When replacement of an air handler, evaporator coil, or condenser is required, Company will also cover the costs to reconnect refrigerant lines, electrical, gas lines, condensate drain lines, and ductwork as necessary.

b. 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, mini-split units, and electric baseboard heaters up to the Benefit Maximum ([No Dollar Limit, No Dollar Limit, No Dollar Limit, No Dollar Limit]) as listed on the Declaration of Coverage including the following items:

- | | | |
|------------------------------|-------------------------------------|------------------------------|
| ✓ Gas furnaces | ✓ Heating elements | ✓ Internal wiring |
| ✓ Blower motor | ✓ Heat pumps (air source only) | ✓ Circuit and control boards |
| ✓ Inducer motor | ✓ Reversing valve & defrost control | ✓ Capacitors |
| ✓ Burners | ✓ Condensers & condenser fan motors | ✓ Switches and relays |
| ✓ Heat exchanger | ✓ Compressors | ✓ Breakers |
| ✓ Ignitor & pilot assemblies | ✓ Thermostats | ✓ Disconnect boxes |

When replacement of a furnace or a heat pump air handler, evaporator coil, or condenser is required, Company will also cover the costs to reconnect refrigerant lines, electrical, gas lines, condensate drain lines, and ductwork. as necessary.

c. HVAC Refrigerant

Covered: Recharging and the recapture and disposal of refrigerant in covered air conditioners and heat pumps up to the Benefit Maximum ([Not Covered, Not Covered, \$500 / Request, No Dollar Limit]) as listed on the Declaration of Coverage when required to complete covered repairs.

d. HVAC Incompatibility Upgrade (Relates to EPA Mandated Refrigerant Change)

Note: As a result of the American Innovation and Manufacturing Act (AIM), the Federal Government and the EPA have mandated the phase out of refrigerants like R-22 (Freon) and R-410a (Puron) because of their ozone-depleting properties and Global Warming Potential (GWP). As a result of this federal mandate, air conditioning manufacturers have stopped producing air conditioning systems that utilize R-22 and R-410a refrigerants. Instead, manufacturers are producing air conditioning systems that utilize a refrigerant with a lower GWP such as R-32 and R-454b for residential applications. The phase-out of air conditioning equipment that utilizes R-22 and R410a refrigerants will have a significant financial impact for homeowners. For example, if an R-410a condenser or air handler must be replaced, it must be replaced with air conditioning equipment that utilizes a lower GWP refrigerant like R-32 and R-454b. This will cause existing R-22 and R-410a air conditioning equipment to become incompatible with any new replacement equipment unless the existing equipment is upgraded which will cost homeowners thousands of dollars. This upgrade covers the exorbitant costs caused by the incompatibility of the existing equipment when Company replaces an R-410a or R-22 condenser or air handler.

Covered: When Company replaces an R-22/R-410a condenser or air handling unit, if any replacement parts become incompatible with the existing equipment due to changes in the federally mandated refrigerant standards, Company will pay to upgrade or modify the existing covered air conditioning equipment up to the Benefit Maximum ([Not Covered, Not Covered, Not Covered, No Dollar Limit]) as listed on the Declaration of Coverage to maintain compatibility and to meet the new federal standards.

ii. Plumbing

a. Interior Plumbing System

Covered: All mechanical parts and components that affect the operation of interior plumbing up to the Benefit Maximum ([No Dollar Limit, No Dollar Limit, No Dollar Limit, No Dollar Limit]) as listed on the Declaration of Coverage of the following items:

- | | |
|--|--|
| ✓ Interior plumbing line leaks (water, gas, and drain lines) | ✓ Interior plumbing valves (shower/tub, diverter, ball, and gate valves) |
| ✓ Drain line stoppage clearing w/ standard 125' auger | ✓ Hose Bibs |

When repairing a covered plumbing leak, we will only provide coverage for access to the plumbing leak through one layer of unobstructed drywall.

b. Garbage Disposals

Covered: All mechanical parts and components that affect the operation of garbage disposals up to the Benefit Maximum ([No Dollar Limit, No Dollar Limit, No Dollar Limit, No Dollar Limit]) as listed on the Declaration of Coverage.

c. Toilets

Covered: All mechanical parts and components that affect the operation of toilets up to the Benefit Maximum ([Builder's Standard, Builder's Standard, \$600 / Request, \$600 / Request]) as listed on the Declaration of Coverage of the following items:

- | | | |
|---------------------------------|----------------------|---------------------------------|
| ✓ Fill Valve, fill tube & float | ✓ Flapper and handle | ✓ Tank O-ring seal and wax seal |
|---------------------------------|----------------------|---------------------------------|

- ✓ Toilet shut-off valve
- ✓ Flange

d. Water Heaters

Covered: All mechanical parts and components that affect the operation of natural gas, propane, or electric water heaters up to the Benefit Maximum (**[Not Covered, No Dollar Limit, No Dollar Limit, No Dollar Limit]**) as listed on the Declaration of Coverage including the following items:

- ✓ Tank water heaters (gas, propane, or electric)
- ✓ Tankless water heaters
- ✓ Power vent water heaters
- ✓ Direct vent water heaters

When replacement of water heater is required, Company will cover the costs to reconnect electrical, gas lines, and water lines as well as upgrade or modify the flex lines, and earthquake straps as necessary.

e. Water Heater Expansion Tanks

Covered: All mechanical parts and components that affect the operation of expansion tanks up to the Benefit Maximum (**[Not Covered, Not Covered, No Dollar Limit, No Dollar Limit]**) as listed on the Declaration of Coverage.

When replacement of water heater is required, Company will cover the costs to replace the expansion tank as necessary.

f. Faucets, Showerheads, and Shower Arms

Covered: All mechanical parts and components that affect the operation of kitchen and bathroom faucets, showerheads, and shower arms up to the Benefit Maximum (**[Not Covered, \$500 / Request, \$500 / Request, \$500 / Request]**) as listed on the Declaration of Coverage.

g. Interior Sump Pumps & Sewage Ejectors

Covered: All mechanical parts and components that affect the operation of interior sump pumps and sewage ejectors up to the Benefit Maximum (**[Not Covered, \$500 / Request, \$500 / Request, \$500 / Request]**) as listed on the Declaration of Coverage.

h. Pressure Regulators & Pressure Reducing Valves

Covered: All mechanical parts and components that affect the operation of pressure regulators and pressure reducing valves up to the Benefit Maximum (**[Not Covered, \$500 / Request, \$500 / Request, \$500 / Request]**) as listed on the Declaration of Coverage.

iii. Appliances

a. Dishwashers

Covered: All mechanical parts and components that affect the operation of the dishwasher up to the Benefit Maximum (**[Not Covered, \$2,000 / Request, \$4,000 / Request, \$7,500 / Request]**) as listed on the Declaration of Coverage.

b. Ranges, Ovens, & Cooktops

Covered: All mechanical parts and components that affect the operation of ranges, ovens, and cooktops including hinges and seals up to the Benefit Maximum (**[Not Covered, \$2,000 / Request, \$4,000 / Request, \$7,500 / Request]**) as listed on the Declaration of Coverage.

c. Built-in Microwaves

Covered: All mechanical parts and components that affect the operation of built-in microwaves up to the Benefit Maximum (**[Not Covered, \$2,000 / Request, \$4,000 / Request, \$7,500 / Request]**) as listed on the Declaration of Coverage.

d. Kitchen Hood Exhaust Fans

Covered: All mechanical parts and components that affect the operation of the kitchen hood exhaust fan up to the Benefit Maximum (**[Not Covered, \$2,000 / Request, \$4,000 / Request, \$7,500 / Request]**) as listed on the Declaration of Coverage.

e. Kitchen Refrigerator (1 Unit)

Covered: All mechanical parts and components that affect the cooling operation of one (1) built-in or free-standing Kitchen Refrigerator up to the Benefit Maximum (**[Not Covered, \$2,000 / Request, \$4,000 / Request, \$7,500 / Request]**) as listed on the Declaration of Coverage, including refrigerant recapture, reclaim, and recharge; ice maker/dispenser; and seals. Repair or replacement of ice maker/dispenser, water dispenser, auger motor will only be completed if parts are available. An additional fee is required for coverage on each additional Kitchen Refrigerator.

f. Washer & Dryer (1 Set)

Covered: All mechanical parts and components that affect the operation of Washer and Dryer up to the Benefit Maximum (**[Not Covered, \$2,000 / Request, \$4,000 / Request, \$7,500 / Request]**) as listed on the Declaration of Coverage. An additional fee is required for coverage on additional sets of Washers & Dryers.

iv. Electrical

a. Interior Electrical System

Covered: All mechanical parts and components that affect the operation of interior electrical system up to the Benefit Maximum (**[No Dollar Limit, No Dollar Limit, No Dollar Limit, No Dollar Limit]**) as listed on the Declaration of Coverage including the following items:

- ✓ Interior standard voltage wiring
- ✓ Electrical boxes
- ✓ Circuit breakers
- ✓ Plugs
- ✓ Fuse and breaker panels
- ✓ Standard doorbells
- ✓ Switches and fuses
- ✓ Junction boxes

b. Ceiling Fans, Exhaust Fans, Attic Fans, and Whole-house Fans

Covered: All mechanical parts and components that affect the operation of ceiling fans, exhaust fans, attic fans, and whole-house fans up to the Benefit Maximum (**[\$300 / Request, \$300 / Request, \$500 / Request, \$500 / Request]**) as listed on the Declaration of Coverage.

c. Garage Door System & Openers

Covered: All mechanical parts and components that affect the operation of the garage door system and openers up to the Benefit Maximum (**[Not Covered, \$1,000 / Request, \$1,000 / Request, \$1,000 / Request]**) as listed on the Declaration of Coverage including the following items:

- | | | |
|----------------------|---------------------------------|--------------------------|
| ✓ Garage door motors | ✓ Springs & door hinges | ✓ Cables and cable drums |
| ✓ Eye sensors | ✓ Carriage and trolley assembly | ✓ Receiver unit |
| ✓ Switches | ✓ Chains and belts | ✓ Rollers |
| ✓ Capacitor | | |

d. Smoke & CO Detectors

Covered: All mechanical parts and components that affect the operation of smoke and CO detectors up to the Benefit Maximum (**[Not Covered, \$500 / Request, \$500 / Request, \$500 / Request]**) as listed on the Declaration of Coverage.

v. Extended Coverage

a. Equipment Disposal

Covered: When Company replaces a covered system or appliance, Company will pay the costs to remove and dispose of the replaced equipment up to the Benefit Maximum (**[Not Covered, Not Covered, No Dollar Limit, No Dollar Limit]**) as listed on the Declaration of Coverage.

b. Smart Home Devices

Covered: All mechanical parts and components that affect the operation up to the Benefit Maximum (**[Not Covered, Not Covered, Not Covered, \$500 / Request]**) as listed on the Declaration of Coverage of the following smart home devices:

- | | | |
|-------------------------|-----------------------|--------------------|
| ✓ Smart video doorbells | ✓ Smart video cameras | ✓ Smart door locks |
|-------------------------|-----------------------|--------------------|

c. Emergency Lodging Reimbursement

Covered: If the forecasted exterior high temperature exceeds 98° F or is below 28° F, Company will reimburse you up to the Benefit Maximum (**[Not Covered, Not Covered, Not Covered, \$150 / night (\$500 max)]**) as listed on the Declaration of Coverage in hotel accommodations if you only have one (1) cooling or heating unit or your sleeping area has no cooling or heating and it takes longer than one (1) business day for an approved Service Pro to arrive for your first service visit.

d. Sprinkler System & Timers*

Covered: All mechanical parts and components that affect the operation of the sprinkler system up to the Benefit Maximum (**[Not Covered, Not Covered, Not Covered, \$500 / Request]**) as listed on the Declaration of Coverage, including:

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

e. Homeowner's Insurance Deductible Reimbursement

Covered: Company will reimburse you up to the Benefit Maximum (**[Not Covered, Not Covered, Not Covered, \$500 / Request]**) as listed on the Declaration of Coverage 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.

f. No OPC (Out of Pocket Costs) Upgrade

Note: When replacing covered systems and equipment, there are often situations where additional costs may be required in connection with a covered replacement such as the cost of modifications and code upgrades to non-mechanical or structural items in the home. These costs are generally not covered by home warranty plans. The purpose of this No OPC Upgrade is to provide additional coverage to the Plan Holder when a covered replacement requires code upgrades and/or certain modifications to structural or non-covered items in your home.

Covered: When required to render a covered repair or replacement of a heating system, air conditioning system, or water heater, Company will pay additional costs to make modifications or upgrades to duct transition; plenum; flue; hanging systems; roof stands; crane costs; secondary drain pans; drain lines; float switch, and water heater drain pan up to the Benefit Maximum (**[Not Covered, Not Covered, Not Covered, \$1,500 / Request]**) as listed on the Declaration of Coverage as necessary to affect a covered repair or replacement.

Not Covered: Upgrades or modifications to cabinets; countertops; flooring; walls; ceiling; framing; trusses; other carpentry; pipe or refrigerant line insulation; other structural, and non-mechanical items, or cosmetic items. Company does not provide coverage to remove, move, or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.

3. Optional Coverage Items

i. Appliances

a. Additional Refrigerator / Freezer (1 Unit)

Covered: All parts and components that affect the cooling operation of the refrigeration unit up to the Benefit Maximum (**[Not Covered, \$1,000 / Request, \$1,000 / Request, \$1,000 / Request]**) as listed on the Declaration of Coverage. A refrigerator/freezer unit is defined as a freestanding refrigerator, wet bar refrigerator, wine refrigerator, freestanding ice maker, or freestanding freezer and must be classified by the manufacturer as a residential major appliance. Additional Plan fee is required for each refrigeration unit that Plan Holder desires to be covered by this Plan. **Note: Brand-For-Brand Upgrade does not apply to this option.**

b. Brand-for-Brand Upgrade

Covered: This option provides additional coverage on ranges, ovens, cooktops, built-in microwaves, dishwashers, and 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.

c. Additional Kitchen Refrigerator (1 Unit)

Covered: This option adds one (1) additional kitchen refrigerator to the plan. Note: When the Brand-For-Brand Upgrade is purchased, it will apply to this additional kitchen refrigerator.

d. Additional Washer & Dryer (1 Set)

Covered: This option adds one (1) additional washer & dryer set to the plan.

ii. Air Conditioning and Heating

a. HVAC Incompatibility Upgrade (Relates to EPA Mandated Refrigerant Change)

Note: As a result of the American Innovation and Manufacturing Act (AIM), the Federal Government and the EPA have mandated the phase out of refrigerants like R-22 (Freon) and R-410a (Puron) because of their ozone-depleting properties and Global Warming Potential (GWP). As a result of this federal mandate, air conditioning manufacturers have stopped producing air conditioning systems that utilize R-22 and R-410a refrigerants. Instead, manufacturers are producing air conditioning systems that utilize a refrigerant with a lower GWP such as R-32 and R-454b for residential applications. The phase-out of air conditioning equipment that utilizes R-22 and R-410a refrigerants will have a significant financial impact for homeowners. For example, if an R-410a condenser or air handler must be replaced, it must be replaced with air conditioning equipment that utilizes a lower GWP refrigerant like R-32 and R-454b. This will cause existing R-22 and R-410a air conditioning equipment to become incompatible with any new replacement equipment unless the existing equipment is upgraded which will cost homeowners thousands of dollars. This upgrade covers the exorbitant costs caused by the incompatibility of the existing equipment when Company replaces an R-410a or R-22 condenser or air handler.

Covered: When Company replaces an R-22/R-410a condenser or air handling unit, if any replacement parts become incompatible with the existing equipment due to changes in the federally mandated refrigerant standards, Company will pay to upgrade or modify the existing covered air conditioning equipment up to the Benefit Maximum (*[No Dollar Limit, No Dollar Limit, No Dollar Limit, Included]*) as listed on the Declaration of Coverage to maintain compatibility and to meet the new federal standards.

iii. Pool and Spa

a. Built-in Pool/Spa Equipment with Standard timer*

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 equipment is covered unless an additional Built-in Pool/Spa Equipment option is purchased. The following mechanical parts and components are covered up to the Benefit Maximum (*[\$1,000 / Request, \$1,000 / Request, \$1,000 / Request, \$1,000 / Request]*) as listed on the Declaration of Coverage including:

- | | | |
|--------------------------|----------------------------|--|
| ✓ Pool filtration system | ✓ Manual pool valves | ✓ Switches |
| ✓ Pool primary pump | ✓ Pool Heater | ✓ Gaskets and O-Rings |
| ✓ Pool motor & blower | ✓ Accessible pool plumbing | ✓ Saltwater cell |
| ✓ Standard filter timer | ✓ Accessible wiring | ✓ Saltwater control unit and circuit board |

Not Covered: Automation controllers (e.g. Aqualink, Compool, or the like) including automation control boards and its other parts and components; automation-controlled valves including actuator valves; remotes and remote-control panels; auxiliary motor pumps including waterslide, negative edge booster, fountains and other water feature pumps (unless additional pool pump option is selected); solar equipment; air switches; pool covers and cover motors; built-in and in-pool cleaning equipment including pop-up heads, turbo valves, pool sweeps, robotic cleaners, skimmers; water chemistry control equipment including chlorinators, ionizers, and ozonators. Non-mechanical, structural, cosmetic, consumable parts including inaccessible pool plumbing lines and valves; inaccessible electrical; grids; disposable filter mediums including diatomaceous earth, sand, and cartridge elements; salt and other water conditioning agents; chlorine; liners; lights; tile or plaster. Pool heat pumps and other heating systems other than natural gas pool heaters; and above ground pools and spas are also not covered.

b. Built-in Pool/Spa Equipment with Automation Controller*

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 equipment is covered unless an additional Built-in Pool/Spa Equipment option is purchased. The following mechanical parts and components are covered up to the Benefit Maximum (*[\$2,000 / Request, \$2,000 / Request, \$2,000 / Request, \$2,000 / Request]*) as listed on the Declaration of Coverage including:

- | | | |
|---|-----------------------------------|--|
| ✓ Pool filtration system | ✓ Accessible pool plumbing | ✓ Switches |
| ✓ Pool primary pump | ✓ Manual and actuator pool valves | ✓ Gaskets and O-Rings |
| ✓ Pool motor & blower | ✓ Auto fill valves | ✓ Saltwater cell |
| ✓ Automation controller & circuit board | ✓ Accessible wiring | ✓ Saltwater control unit and circuit board |
| ✓ Pool Heater | | |

Not Covered: Auxiliary motor pumps including waterslide, negative edge booster, fountains and other water feature pumps (unless additional pool pump option is selected); solar equipment; air switches; pool covers and cover motors; built-in and in-pool cleaning equipment including pop-up heads, turbo valves, pool sweeps, robotic cleaners, skimmers; water chemistry control equipment including chlorinators, ionizers, and ozonators. Non-mechanical, structural, cosmetic, consumable parts including inaccessible pool plumbing lines and valves; inaccessible electrical; grids; disposable filter mediums including diatomaceous earth, sand, and cartridge elements; salt and other water conditioning agents; chlorine; liners; lights; tile or plaster. Pool heat pumps and other heating systems other than natural gas pool heaters; and above ground pools and spas are also not covered.

c. Additional Pool Pump*

Covered: This option adds one (1) additional pool pump to the pool coverage purchased. This option is only available when Built-in Pool/Spa Equipment with Standard timer, Built-in Pool/Spa Equipment with Automation Controller, or Total Pool Warranty & Maintenance is purchased.

iv. Plumbing

a. Exterior Main Line Coverage*

Covered: This option covers the costs to locate and repair normal wear-and-tear failures of exterior main line plumbing up to the Benefit Maximum (\$2,000 / Request, \$2,000 / Request, \$2,000 / Request, \$2,000 / Request) as listed on the Declaration of Coverage including exterior water, gas, and drain line leaks and exterior valve leaks.

Limits: Company will only provide access to underground plumbing lines up to the Benefit Maximum if they are unobstructed by concrete, paved surfaces, pavers, trees, shrubs, rocks, and other landscaping. Company is not responsible for restoring concrete/paved surfaces or landscaping as a result of accessing and closing access to underground plumbing.

b. Water Softener

Covered: This option covers the mechanical parts and components that affect the operation of the water softener up to the Benefit Maximum (\$1,000 / Request, \$1,000 / Request, \$1,000 / Request, \$1,000 / Request) as listed on the Declaration of Coverage.

c. Reverse Osmosis System

Covered: This option covers the mechanical parts and components that affect the operation of the reverse osmosis system up to the Benefit Maximum (\$1,000 / Request, \$1,000 / Request, \$1,000 / Request, \$1,000 / Request) as listed on the Declaration of Coverage.

d. 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 (\$1,000 / Request, \$1,000 / Request, \$1,000 / Request, \$1,000 / Request) as listed on the Declaration of Coverage.

e. Septic System* (1 Tank)

Covered: This option covers the aerobic pump; jet pump, septic tank, and line from house to septic tank, and sewage ejector pump up to the Benefit Maximum (\$1,000 / Request, \$1,000 / Request, \$1,000 / Request, \$1,000 / Request) as listed on the Declaration of Coverage.

v. Other

a. No OPC (Out of Pocket Costs) Upgrade

Note: When replacing covered systems and equipment, there are often situations where additional costs may be required in connection with a covered replacement such as the cost of modifications and code upgrades to non-mechanical or structural items in the home. These costs are generally not covered by home warranty plans. The purpose of this No OPC Upgrade is to provide additional coverage to the Plan Holder when a covered replacement requires code upgrades and/or certain modifications to structural or non-covered items in your home.

Covered: When required to render a covered repair or replacement of a heating system, air conditioning system, or water heater, Company will pay additional costs to make modifications or upgrades to duct transition; plenum; flue; hanging systems; roof stands; crane costs; secondary drain pans; drain lines; float switch, and water heater drain pan up to the Benefit Maximum (\$1,500 / Request, \$1,500 / Request, \$1,500 / Request, Included) as listed on the Declaration of Coverage as necessary to affect a covered repair or replacement.

Not Covered: Upgrades or modifications to cabinets; countertops; flooring; walls; ceiling; framing; trusses; other carpentry; pipe or refrigerant line insulation; other structural, and non-mechanical items, or cosmetic items. Company does not provide coverage to remove, move, or install non-related systems, appliances, or equipment in order to render a covered repair or replacement.

b. Guest House/ADU

Covered: Guest House/ADU coverage is for Guest Houses or for a basement or accessory dwelling unit ("ADU") that is used as a rental unit and that are under 1,500 square feet. If the Guest House or ADU is over 1,500 square feet, it will need a separate home warranty plan to be covered. The Guest House coverage will reflect the coverage of the main home with the same limits as listed on the Declaration of Coverage.

c. Sprinkler System & Timers*

Covered: All mechanical parts and components that affect the operation of the sprinkler system up to the Benefit Maximum (\$500 / Request, \$500 / Request, \$500 / Request, Included) as listed on the Declaration of Coverage, including:

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

C. Other Terms of Service

- 1. Covered Property Types:** This Plan covers single-family residences, condominiums, townhomes, and manufactured homes (attached to permanent foundations). **Mobile homes with or without a permanent foundation are not covered.** Plan fee is dependent upon the square footage of the Covered Property. Coverage is for occupied, owned or rental residential properties and **does not include properties used as businesses.** Covered Properties with a basement or an accessory dwelling unit that is used as a rental require the Guest House option to be covered by this Plan.
- 2. Coverage Type and Coverage Term:**
 - i. Existing Homeowner Coverage:** "Existing Homeowner Coverage" Plans are available for existing homes that were not purchased in a real estate transaction within the last thirty (30) days. Existing Homeowner Coverage Plan term becomes effective fifteen (15) days after we have received payment of the Plan fee ("Effective Date") and continues for one (1) year from that effective date as stated under "Subscription Term" on the Declaration of Coverage. The Plan fee is not used during the fifteen (15) day waiting period.

- ii. **Renewal Coverage:** “Renewal Coverage” Plans begin upon expiration of the previous Plan term and continue for one (1) year provided that the monthly Plan fee is received by Company within thirty (30) days of the effective date. See section E.1 for further details.
3. **Service Requests:** To request service on Home Warranty Coverage Items or On-demand Service Items, simply submit your request for service via the Company mobile app, website at ElevateHomescriptions.com, or by phone at (855) 349-8824. We are available to accept service calls 24 hours a day 7 days a week. Upon your request for service, Company will assign a pre-screened 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. Company shall have the sole right and discretion to select its own Service Pros to perform work covered by this Plan. **If you use a service contractor who is not authorized by Company, we will not reimburse any costs or fees incurred by use of your own service contractor even if it pertains to a breakdown of a Covered Item.** “Service request” shall also mean “Request”.
4. **Service Area:** Our normal Service Area in Utah includes Salt Lake, Davis, Weber, Utah, and Washington counties. We will provide coverage for Home Warranty Coverage Items in other counties within Utah; however, an additional trip charge will be required for each new service request (see C.6 for details). Coverage for On-demand Service Items is limited to the counties in the normal Service Area.
5. **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 an \$85 Trip Fee in addition to the Service Fee for each new service request. If a Service Pro’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.
6. **Expediting Normal Service:** Company will accept your request to expedite non-emergency service if an authorized Service Pro is available. However, requests for non-emergency service outside of normal business hours, M – F 8:00 am – 5:00 pm as well as holidays or weekends will require a \$200 Service Fee.
7. **Emergency Claims Outside of Normal Business Hours:** In the event of a time sensitive emergency, Company 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:
- plumbing failure causing significant interior leaking or flooding;
 - a complete loss of cooling or heating systems in extreme temperature conditions;
 - any covered condition that poses an immediate or imminent threat or danger to health or safety; or
 - a failure that may cause ongoing damage to the home.
8. **Replacement:** If Company determines, at its sole discretion, that your covered item must be replaced, Company will be responsible for providing equipment comparable in features, capacity, and efficiency up to the Plan Benefit Maximum listed on the Declaration of Coverage. Company is not responsible for matching identical dimensions, color, or brand except as provided by the Brand for Brand Upgrade. Company reserves the right to offer cash in lieu of replacement according to the terms of this Plan as described in section C.10. Company is not responsible for matching any feature of an existing item that does not contribute to the primary function of that item such as but not limited to multi-media centers incorporated into a covered item.
9. **Cash in Lieu:** Company reserves the right to offer cash in lieu of repair or replacement in the amount of Company’s actual cost (which may be less than retail) to repair or replace any covered item. If Company makes the determination 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.
10. **Service Guarantee:** Services performed by Service Pro’s authorized by Company shall be guaranteed for a period of thirty (30) days from the date of service. Should the same failure occur within thirty (30) days, we will not charge you another service call fee. If an additional service request is made on the same covered item during the Service Guarantee period and a different failure is found that requires a different repair, a new service fee will be due.
11. **Second Opinions:** Company reserves the right to send out a 2nd opinion on any service request at Company’s expense. In the event that Company 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 Company for a second opinion from another Service Pro within seven (7) days from the time Company 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 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 Fee.
12. **Communication:** By entering into this Agreement, you expressly agree to allow us to communicate with you via letter, email, phone, text message, and notifications in our mobile app.
13. **Plan Holder Responsibilities:** You are responsible for operating covered systems and appliances and for performing any manufacturer-recommended maintenance on covered equipment according to the use and care 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 Company mobile app, website at ElevateHomescriptions.com, or by phone 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.

D. Limitations of Liability & Exclusions

This Plan provides coverage for the specific Home Warranty Coverage Items and On-demand Service Items listed on the Declaration of Coverage and listed in this Plan as “Covered” and excludes all other items. There may be situations in which you will be responsible for paying 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.

1. General Exclusions: This Plan does not cover:

- Breakdowns that are caused by any condition that is not considered to be normal wear and tear, such as, but not limited to malfunctions due to misuse, abuse, or improper usage; lack of capacity or insufficient or improperly sized systems or components; missing parts, components, or equipment; improper previous repairs or modifications; fire, freezing, hail, wind

damage, water damage, mold, lightning, smoke, earthquakes, mudslides, soil movement, other acts of nature; damage caused by roots or other foreign objects; 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. Malfunctions of parts or components caused by the lack of manufacturer recommended maintenance is not covered. Routine cleaning or maintenance of covered items is also not covered.

- ii. Non-mechanical, structural, cosmetic, removable and portable accessories, concrete-encased equipment, parts or components that do not contribute to the primary function of the covered system or appliance, or consumable items such as but not limited to filters; insulation; humidifiers; brackets; knobs; dials; buttons; handles; shelves; cabinets; drawers; trays; racks; remote controllers, keypads, and transmitters; lock and key assemblies; glass and glass tops; sensi-heat burners; lights and lighting fixtures; trim kits; inner door liners; ductwork; registers and grills; dampers; zone controllers and related equipment; plenums/transitions; flues; vents; venting and exhaust lines that are connected to a covered item; manablocs and multi-valve manifolds; drain pans; hanging systems and hanging straps; roof stands/jacks; toilet lids/seats; shower pans; tile; grouting; caulking; basket strainers; storage tanks; computerized home systems and lighting and appliance management systems; alarm systems; intercom systems; and sound and theater systems.
- iii. 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.
- iv. Consequential, incidental, or secondary damages resulting from the malfunction of any covered item including food spoilage, loss of income, utility bills, additional living expenses, or the restoration or repair of walls, ceiling, flooring, cabinets, countertops, or painting.
- v. Repairs or replacements of shared equipment or systems and appliances in common areas.
- vi. Repairs or service involving toxic or other hazardous materials or substances including but not limited to asbestos, mold and other pathogenic organisms, and other contaminants.
- vii. Repairs or replacements of any system, appliance, or other item that is covered by a homeowner's insurance policy or a manufacturer, distributor, builder, or extended warranty.
- viii. Repairs or replacements 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. Likewise, appliances that have had the model plate removed or altered because they have been condemned by the manufacturer are not covered.
- ix. Systems and appliances classified by the manufacturer as commercial, countertop, or small household appliances.
- x. Any system and appliance types not specifically listed in this Plan as "Covered" including window units; portable units; non-ducted wall units; PTAC systems; water source systems; chiller systems and chiller components; evaporative coolers; gas air conditioning units; wine cellar/room refrigeration systems; geothermal systems; boilers; hydronic systems; glycol systems; radiant cable heat; solar systems or components.

2. General Limitations of Liability:

- i. **Code Upgrades, Permits, and other fees:** Except as specifically listed on the Declaration of Coverage or in this Plan, Company 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, Company is not responsible for the costs of obtaining legally required permits or other fees associated with covered repairs and replacements including, but not limited to, application fees; costs related to refrigerant reclaim and disposal; haul away or disposal fees; variance requests; or costs of legally required tests or inspections.
- ii. **Access Limitations:** Except as specifically listed or provided in this Plan, Company is not responsible for providing access to covered items including removing, moving, or relocating non related equipment, closing access to covered items, or for costs of restoration of any wall, floor, cabinets, countertops, tile, stone, brick, paint or the like. Company is also not responsible for costs to excavate; backfill; grade; or locate inaccessible leaks, blockages, clean-outs, breaks, or other mechanical failures that are inaccessible.
- iii. **Modifications, Construction, and Non-Standard Equipment Limitations:** Except as specifically listed or provided in this Plan, Company is not responsible for the cost of construction, carpentry, or any other modifications made necessary by repairing or replacing covered equipment. Company is also not responsible for the cost of cranes, scaffolding, or non-industry-standard equipment that is required to repair or replace a covered item or part.
- iv. With the exception of coverage granted by the HVAC Incompatibility Upgrade and the No OPC Upgrade, Company is not responsible for additional costs to upgrade any existing working parts, components, or equipment that is required due to incompatibility of the existing equipment with the replacement equipment, system, appliance, component or part. Company is also not responsible for upgrades or additional costs to comply with any federal, state, or local regulations.
- v. If replacement parts for ice makers and ice/water dispensers are not available, Company's obligation is limited to cash in lieu of repair according to the terms in section C.10.
- vi. Company 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. Company is not responsible for any damage, injury, sickness or death caused by any failure or any delays in providing repair service.
- vii. Systems and appliances that are installed at the premises any time after the effective date of this Plan are not covered unless Company agrees to provide coverage for such items.

E. Automatic Renewal & Transfer of This Plan

1. **Automatic 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. If you do not contact us at least (1) one day prior to the Expiration Date of your Plan as listed on the Declaration of Coverage and cancel your Plan, it will automatically renew and we will charge you using the payment method we have on file.
2. **Transfers:** This Plan may only be transferred to a subsequent purchaser of the Covered Property within the Coverage Period. In order to transfer this Plan, you must notify Company prior to the sale of the Covered Property or Company shall have no obligations to the subsequent purchaser under this Plan.

F. Cancellation

1. This Plan shall be cancellable by the Plan Holder at any time. This Plan may not be cancelled by Company during the coverage term, except when:
 - i. payment of the Plan fees is not received;
 - ii. material misrepresentation has occurred;
 - iii. a substantial breach of contractual duties has occurred; or
 - iv. a substantial change in risk has occurred after the effective date.
2. 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 Company 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, Company will send you a notification letter ten (10) days prior to cancellation. If Company elects to cancel this Plan for any other reason, Company will send you a notification letter 30 days prior to termination of coverage.

G. Miscellaneous

1. **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.
2. **Governing Law:** Utah law governs all adversarial proceedings brought by one party against the other party arising out of this agreement and shall be resolved exclusively in the state court located in Utah County or federal court located in Salt Lake County.
3. **Class Action Waiver:** To the fullest extent permitted by law, Plan Holder expressly waives any and all rights to make a claim for damages as a class member in any class action or as part of a plaintiff group. You and Company agree that each may bring claims against the other only in Your or Our individual capacity and not as a member of any class or as part of a class or representative action. You and Company agree, a court may not consolidate any dispute between You and Us with disputes involving other people or parties.
4. **Small Claims Waiver:** To the fullest extent permitted by law, You expressly waive any and all rights to make a claim for damages in small claims court. You and Company agree that each may bring claims against the other only in state court located in Utah County or federal court located in Salt Lake County.
5. **Entire Agreement:** This Plan's Terms of Coverage 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.