



Helping to Protect One of the Largest Investments of a Lifetime.

Colorado Home Warranty

When You Need Service

CONTRACT EFFECTIVE DATE

Seller's Coverage for the listing period becomes effective upon receipt of application and issuance of confirmation number by CHW. Seller's coverage continues until the expiration of the initial listing period (up to 180 days), close of sale or listing termination, whichever occurs first. Seller's coverage may be extended at the discretion of CHW.

Note: Seller's coverage is not available for multiple units.

Buyer's Coverage begins at close of sale and continues for 12 months or 15 months depending on coverage plan chosen provided payment is received by CHW within 10 days after close of sale.

Note: Rental/Lease option, full contract fee due upon occupancy.

IMPORTANT

This contract covers only items mentioned and excludes all others. Covered items must be in good safe working order at the start of coverage. Covered items must be located within the perimeter of the main foundation of the home or attached garage (except Well Pump, Septic Tank, Air Conditioner and Pool/Spa Equipment). This contract provides coverage of unknown pre-existing defects on covered items provided the defect or malfunction could not be detected through visual inspection, normal operation or maintenance. Malfunctions due to rust or corrosion during the first 30 days of the listing period or the first 30 days of buyer's coverage are excluded.

SHOULD YOU NEED SERVICE

For service call 303-316-2800 or 800-893-9007, please have your contract number available and complete street address where service is requested. You will pay \$55 service fee when the technician arrives.

- 1.) Service calls are taken 24/7, 365 days a year. CHW will contact an authorized service provider who will contact you within 2 hours from service request to schedule a convenient appointment during normal business hours.
- 2.) On weekends and holidays, our after hours service department will contact you within 1 hour from the time the service request is received, and a service provider will contact you within 4 hours to schedule an appointment.
- 3.) CHW will determine what repairs constitute an after hours emergency and will make reasonable efforts to expedite emergency service.
- 4.) Should the customer request CHW to perform non-emergency service outside the normal business hours, the customer will be responsible for payment of additional fees, including overtime.
- 5.) The customer pays a \$55 service fee for each separate trade call. CHW guarantees the service work for 30 days without an additional service fee. CHW may not respond to a new request for service until all previous service fees are paid.
- 6.) If the customer is authorized by CHW to contact an independent repair company directly to perform a covered service, CHW will provide reimbursement based only on the following conditions:
 - Repair company is licensed and insured.
 - Repair company provides fair and reasonable rates on parts and service.
 - To confirm the repair is covered by the contract, the customer must contact CHW once the service provider arrives at the home and prior to performing any repairs for which reimbursement is requested.

Note: CHW does not reimburse for services performed without prior approval or authorization.

RENEWAL/CANCELLATION

- 1.) This contract may be renewed at CHW's discretion only. In that event you will be notified of the prevailing rate and terms of renewal.
- 2.) This contract is noncancelable, except for nonpayment of service fees: nonpayment of contract fee, fraud or misrepresentation of facts, or when the contract is for listing coverage and close of sale does not occur, or upon mutual agreement between homeowner and CHW.
- 3.) If the contract is cancelled, the contract holder shall be entitled to a pro rata refund of the paid contract fee for the unexpired term less all service costs incurred and a \$55 administrative cost.

Limits of Liability

1.) MALFUNCTION OF A COVERED ITEM CAUSED BY ANY OF THE FOLLOWING ARE NOT COVERED:

- A. Violation of applicable building codes.
- B. Improper design, installation, previous repair, alteration or modification from manufacturer's original specifications.
- C. Inadequate or lack of capacity of any component in the home.
- D. Fire, chemical build up, smoke, misuse, abuse, vandalism, lightning, flood, freeze, storms, accidents, mud, riots, earthquake, power surge, power failure, acts of God, damage from pests and/or pets.

2.) CHW is not liable for maintenance, secondary or consequential damage. Cosmetic defects are not covered. CHW's liability is limited to failure of systems due to normal wear and tear.

3.) CHW is not liable for items covered by manufacturers or extended warranties.

4.) CHW will not perform services involving hazardous or toxic materials or asbestos, nor pay costs related to recapture or disposal of refrigerants or contaminants. CHW is not liable for any claim arising out of any pathogenic organism. (Pathogenic organisms mean any bacteria, yeasts, mildew, fungi, mold or their spores.)

5.) CHW is not liable for the cost of finding, gaining or closing access to covered items, or for additional charges to remove or install related or non-related equipment in order to make a covered repair.

6.) CHW is not liable for any corrections, inspections, replacements, repairs, upgrades, or any additional costs that may be incurred in order to comply with regulations, building or similar codes. CHW is not liable for any cost relating to permits or removal expenses.

7.) CHW will determine whether a covered system, appliance or component will be repaired or replaced.

8.) CHW reserves the right to offer cash in lieu of repair or replacement in the amount of our negotiated rates with our suppliers, which may be less than retail. Replacements will be made with builder's standard units. Should a cash-out be the resolution to the covered item, CHW is not responsible for the installation of that item.

9.) CHW reserves the right to obtain a second opinion at no additional charge to the customer.

10.) CHW is not responsible for delay in obtaining parts; CHW reserves the right to repair with non-original parts.

11.) CHW is not responsible for matching dimensions, color or brand of replacement systems or appliances.

12.) CHW is not responsible for the cost of construction, carpentry, relocation or other modifications or alterations made necessary by existing equipment or installing different equipment. CHW will not alter structure to affect the repair or replacement, nor refinish or replace cabinets, countertops, tiles or flooring.

13.) If this contract applies to multi-unit, condominium or mobile home, CHW shall be obligated only with respect to repairs or replacements which can be performed within the confines of the units covered by this contract, and CHW shall have no obligation with respect to common areas and facilities.

MISCELLANEOUS

COLORADO RESIDENTS

This contract is governed by the provision of the "Colorado Consumer Protection Act" or the "Unfair Practices Act", Article 1 and 2 of Title 6 C.R.S. and the homeowner may have a right to civil action under such laws, including obtaining the recourse of penalties specified in such laws.

CHW reserves the right to amend this contract at any time without notice.

www.chwarranty.com

800.893.9007 or 303.316.2800