Regency Total Warranty

★ HOME PROTECTION PLANS

REAL ESTATE GUIDE

Protect every closing with a Regency home warranty.

Simple, affordable coverage for the systems and appliances your buyers inherit, with free seller coverage while the home is listed and nothing due until closing.

- Free seller listing coverage
- Paid at closing
- Claims 24/7/365
- No home inspection required

Two plans. Clear real estate pricing.

Essential Guard Gold $425 · Total Guard Platinum $575 (one-year plans)

ORDER OR ASK A QUESTION

800-409-1889

regencytotalwarranty.com

A+ Accredited
Award Winner for Best in Service

ABOUT US

Welcome to Regency Total Warranty

Regency Total Warranty offers home and auto warranty plans at low prices, so homeowners can prepare for breakdowns without straining their monthly budget. A Regency home warranty is a service agreement that pays to repair or replace the major systems and appliances in a home when they fail from normal wear and tear. One call, one service fee, a licensed technician at the door.

Our commitment: affordable peace of mind

We believe everyone deserves peace of mind without compromising their finances. When a covered system or appliance breaks down, we help turn an unexpected repair into a planned one.

Customer service when you need it

Our representatives are available 24 hours a day, and claims are accepted 24/7/365. We focus on resolving problems quickly so your clients can get back to enjoying their home.

Technology for your convenience

Our easy-to-use platform takes clients from choosing a plan to filing a claim, and our mobile app lets them manage their warranty any time.

Licensed, insured technicians

We dispatch a qualified local contractor from our network, and your client pays only a fixed service fee per visit for covered repairs.

FOR AGENTS & BROKERS

Why agents work with Regency

- **Order in under 3 minutes.** Online or by phone, with invoices sent straight to escrow or title.
- **Free listing coverage.** Sellers are covered during the listing period at no cost, up to 180 days, so repairs don't derail a sale.
- **Dedicated support.** A real estate account manager and a priority phone line for you and your clients.
- **Coverage transfers at closing.** Seller coverage rolls into the buyer's one-year plan.

HOW IT WORKS

From contract to closing

1 Place the order
Order online at regencytotalwarranty.com or use the order form in this guide during the contract period. Seller coverage can begin right away.

2 Invoice at closing
We send the invoice to escrow or title, and the plan is paid on the settlement statement. Nothing is due until closing.

3 Buyer coverage begins
Your buyer's one-year coverage starts at closing with no waiting period.

1. PLANS & PRICING

Real estate plans

One-year plans paid at closing. Prices are for single-family homes under 5,000 sq ft. Seller listing coverage is included at no cost.

Essential Guard Gold

Kitchen appliances, electrical, water heater and more

$425 /1 year

12 covered systems & appliances · seller coverage included

MOST POPULAR

Total Guard Platinum

Complete coverage, including heating, A/C, laundry and roof leaks

$575 /1 year

Everything in Gold + heating, A/C, washer, dryer & limited roof leak

Multi-year options

Term	Savings	Bonus coverage	Gold	Platinum
1 year	—	+1 month free	$425	$575
2 years	Save 10%	+2 months free	$765	$1,035
3 years	Save 15%	+6 months free	$1,083.75	$1,466.25
5 years	Save 20%	+1 year free	$1,700	$2,300

Multi-year plans lock in the rate and are fully transferable if the home is sold.

Service fee per visit

$85.00

Paid to the technician for each covered service visit.

2. OPTIONAL COVERAGE

Add-on coverage (per year) — check the items to add

☐ Additional Washer	$49.99	☐ Tankless Water Heater	$149.99
☐ Additional Dryer	$49.99	☐ Geo Thermal System	$199.99
☐ Additional Fridge	$49.99	☐ Lawn Sprinkler System	$99.99
☐ Additional A/C Unit	$149.99	☐ Septic System	$79.99
☐ Additional Stove	$49.99	☐ Lighting / Plumbing Fixtures	$69.99
☐ Stand Alone Freezer	$49.99	☐ Salt Water Pool	$179.99
☐ Ice Maker (In Refrigerator)	$79.99	☐ Grinder Pump	$49.99
☐ Additional Heater	$149.99	☐ Sump Pump	$49.99
☐ Central Vacuum	$49.99	☐ Water Softener	$129.99
☐ Well Pump	$99.99	☐ Range Hood	$69.99
☐ Additional Oven	$49.99	☐ Limited Roof Leak Coverage	Free
☐ Pool	$149.99	☐ Whole Home Generator	$179.99

Limited roof leak coverage is included in Total Guard Platinum and can be added free to Essential Guard Gold. Add-ons are available on any plan at standard annual rates.

COVERAGE PLANS

What each plan covers

Coverage applies to failures from normal wear and tear on properly maintained items.

Covered item	Essential Guard Gold	Total Guard Platinum
Heating system	—	✓
Air conditioning	—	✓
Electrical system	✓	✓
Plumbing stoppages	✓	✓
Water heater	✓	✓
Ductwork	✓	✓
Refrigerator	✓	✓
Oven / range / stove	✓	✓
Cooktop	✓	✓
Dishwasher	✓	✓
Built-in microwave	✓	✓
Garbage disposal	✓	✓
Clothes washer	—	✓
Clothes dryer	—	✓
Garage door opener	✓	✓
Ceiling & exhaust fans	✓	✓
Limited roof leak protection	—	✓

Coverage details

Heating system (Platinum)
Your home's primary heating system, including blower motors, thermostats and controls.

Air conditioning (Platinum)
Your home's primary central A/C, including compressors, condensers and fan motors.

Electrical
Panels, breakers, wiring, switches, outlets and junction boxes.

Ductwork & stoppages
Ductwork from the heating or cooling unit to the registers, and drain stoppages cleared through existing access.

Water heater
Gas and electric tanks, including thermostats, valves and heating elements.

Kitchen appliances
Oven, range, stove, cooktop, built-in microwave, dishwasher and garbage disposal.

Refrigerator
One kitchen refrigerator. Ice maker coverage is available as an optional add-on.

Clothes washer & dryer (Platinum)
Motors, pumps, control boards, heating elements and other parts that affect operation.

Garage door opener
Motor, switches, control board, chains, belts and gears. Doors, springs and tracks are excluded.

Ceiling & exhaust fans
Motors, switches and controls on ceiling and exhaust fans.

Limited roof leak (Platinum)
Leak repairs over occupied living areas of single-family homes.

Common exclusions

Pre-existing conditions known before coverage · damage from weather, fire, floods or pests · items improperly installed or not maintained · cosmetic defects that don't affect operation · code upgrades, permits and haul-away beyond stated limits · commercial-grade equipment.

This summary is not a contract. See the sample Service Agreement in this guide for all coverage limits, exclusions and state-specific terms.

REAL ESTATE ORDER FORM

Order a plan for a closing

Fill in on screen or print. Email to info@regencytotalwarranty.com, call 800-409-1889, or order online at regencytotalwarranty.com.

Ordered by

I AM THE ☐ Buyer's agent ☐ Listing agent ☐ Escrow / title ☐ Buyer ☐ Seller

NAME | BROKERAGE / COMPANY

MOBILE PHONE | EMAIL | ORDER / CONFIRMATION # (IF ANY)

Covered property

PROPERTY ADDRESS TO BE COVERED | UNIT

CITY | STATE | ZIP

PROPERTY TYPE ☐ Single-family ☐ Condo / townhome ☐ Duplex–fourplex ☐ Mobile home ☐ Over 5,000 sq ft

Buyer

BUYER NAME(S)

MOBILE PHONE | EST. CLOSING DATE

EMAIL

Seller

SELLER NAME(S)

MOBILE PHONE | EMAIL

LISTING START DATE | LISTING END DATE

Mailing address (if different from property)

MAILING ADDRESS | CITY | STATE | ZIP

THIS ADDRESS IS FOR THE ☐ Buyer ☐ Seller

Escrow / title

ESCROW / TITLE COMPANY | ESCROW OFFICER | ESCROW / FILE #

PHONE | EMAIL

Plan selection

PLAN ☐ Essential Guard Gold ($425/yr) ☐ Total Guard Platinum ($575/yr)

TERM ☐ 1 year ☐ 2 years ☐ 3 years ☐ 5 years SERVICE FEE **$85.00 per visit**

PLAN PRICE (SECTION 1) + ADD-ONS (SECTION 2) = TOTAL DUE AT CLOSING

WARRANTY PAID BY ☐ Seller ☐ Buyer ☐ Agent ☐ Other

Payable to: Regency Total Warranty
1711 Gravesend Ave #4, Brooklyn, NY 11229

SIGNATURE | DATE

SAMPLE · FOR REFERENCE ONLY

Service Contract Agreement

Regency Total Warranty
★ HOME PROTECTION PLANS

01 Overview

These Terms & Conditions describe the service contract coverage provided to you by Regency Total Warranty. Please read carefully. The coverage provided is subject to the requirements, exclusions and limitations described in this Agreement. Certain items and events are not covered by this contract. Please refer to the exclusions listed below. Regency Total Warranty is not an insurance company or a service provider.

02 Definitions

"Agreement" means this service contract between You and Us, including the Coverage Details.

"Coverage Details" means the document attached to this service contract that includes Your specific coverage information.

"Covered Property" means the property identified on the Coverage Details that is eligible for coverage under this Agreement. Covered Property must not be a commercial property or residential property converted, in whole or in part, into a business.

"Covered Items" means appliances and systems to which coverage applies specifically itemized in this agreement below.

"Optional Covered Items" means the appliances and systems identified below as eligible for optional coverage with a specific rider to this Agreement.

"Independent Service Technician" means the qualified service contractor and/or technician Regency Total Warranty has arranged to repair or replace the systems and appliances under this Agreement.

"You", "Your," and "Customer" mean the person contracting for Services covered by this Contract and whose name(s) appear on the Coverage Letter.

"We," "Us," "Our," "Obligor," and "Regency Total Warranty" means Regency Total Warranty LLC.

03 Obligations

In consideration for Your payment to Regency Total Warranty, and subject to all of the terms of this Agreement, Regency Total Warranty will arrange for an Independent Service Technician to repair or replace the systems and appliances covered under this Agreement, when they become inoperable due to normal wear and tear. Obligations of Regency Total Warranty under this Agreement are backed only by the full faith and credit of Regency Total Warranty and are not guaranteed under a reimbursement insurance policy.

04 Binding Agreement

This Agreement is a legally binding document between You and Regency Total Warranty. This Agreement constitutes the entire and only Agreement between You and Regency Total Warranty. This Agreement supersedes all prior or contemporaneous agreements, representations, warranties, and understandings between You and Regency Total Warranty. This Agreement provides for home service contract services only and should not be confused with an insurance contract. Your home service contract remains with the Covered Property and cannot be transferred to a different home except as provided under the Transfer of Agreement section below.

This Agreement covers household appliances and systems when they become inoperable due to normal wear and tear. This Agreement sets forth all of the household appliances and systems covered under this Agreement and the specific items that are excluded from coverage. In the event an appliance or system is not mentioned in this Agreement, it will not be covered under this Agreement. Please read the entire Agreement before retaining the services of Regency Total Warranty.

05 Term

The term of Your service contract, as set forth in this Agreement, shall begin 30 days following Regency Total Warranty's receipt of all outstanding payments and premiums due to Regency Total Warranty ("Effective Date"). Please add an additional 5 days for credit/debit card payments.

In the event Regency Total Warranty does not receive all outstanding payments and/or premiums outstanding, for any reason, Your service contract coverage term will not begin. Your service contract coverage will begin on the Effective Date and remain in effect for one (1) calendar year following the Billing Date ("Termination Date"). Coverage waiting period may be expedited with proof of prior coverage's expiration date provided there was no lapse in coverage.

06 Covered Property Generally

In consideration for Your payment to Regency Total Warranty, and subject to all of the terms of this Agreement, Regency Total Warranty will arrange for an Independent Service Technician to repair or replace the systems and appliances covered under this Agreement, when they become inoperable due to normal wear and tear. Obligations of Regency Total Warranty under this Agreement are backed only by the full faith and credit of Regency Total Warranty and are not guaranteed under a reimbursement insurance policy.

This Agreement only covers systems and appliances in the single-family dwelling, individual condominium unit, townhouse, or modular home listed on Your Coverage Details as Covered Property. Only those systems and appliances properly and permanently installed and located within the living area of the Covered Property will be covered. This Agreement will not cover systems or appliances within (i) commercial properties; (ii) residential properties used for business purposes, including, but not limited to, dwellings used for rest homes, daycare centers, schools and/or professional offices; (iii) common areas of condominiums, multi-family houses (unless otherwise stated above) and/or cooperatives; and (iv) foreclosed/short sale properties.

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

07 Appliances/Systems Covered

This Agreement covers the following appliances/systems subject to the exclusions and limitations as noted:

7.1 Refrigerator

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

Excluded: (i) sealed system.

7.2 Oven/Range/Stove Top

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

Excluded: (i) range hood (available as an Additional Coverage Option at an extra cost).

7.3 Built-In Microwave

This Agreement covers all modules, components, and parts of the built-in microwave necessary to the functionality of the built-in microwave.

Excluded: portable, combo or countertop microwaves.

7.4 Dishwasher

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

Excluded: (i) racks/rollers.

7.5 Garbage Disposal

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

7.6 Clothes Washer/Clothes Dryer

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

7.7 Water Heater

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

Excluded: solar or tankless water heating systems, leaks, and pumps. (Tankless water heating system available as an Additional Coverage Option at an extra cost.)

7.8 Plumbing System

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

Excluded: (i) water softeners; (ii) slab leaks; (iii) snaking of any kind. (Water softeners available as an Additional Coverage Option at an extra cost.)

7.9 Plumbing Stoppages

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

Excluded: This Agreement does not cover stoppages caused by collapsed, damaged, or broken drain, vent, or sewer lines outside the confines of the main foundation of the home; stoppages due to roots or foreign objects; or snaking of any kind. If the lines are broken or infiltrated by roots or are otherwise stopped by roots, even if the break, infiltration, or stoppage is within 100 feet from the access point, it is not covered. Also excluded: access to drain or sewer lines from the vent or the removal of the water closet; costs to locate, access, or install a ground-level cleanout; septic tanks.

7.10 Heating System

This Agreement covers ALL modules, components, and parts of the heating system necessary to the functionality of the heating system. This Agreement covers the primary heating system of the covered home: (i) condenser fan motors; (ii) compressors; (iii) condensers; (iv) thermostats; (v) capacitors; (vi) relays; (vii) contactors; (viii) pressure switch; (ix) thermistor; (x) cut-in switches boards; (xiv) blower motors.

Excluded: solar heat; (xi) transformers; (xii) inducer motors; (xiii) defrosting systems or zone systems or wall units or the components thereof; (i) air cleaners; (ii) humidifiers; (iii) flues; (iv) evaporator coils; (v) heat exchanger; (vi) geothermal heating/cooling units. (Geothermal heating/cooling units available as an Additional Coverage Option at an extra cost.)

7.11 Electrical

This Agreement covers the following electrical system components: (i) wiring; (ii) service panels; (iii) sub-panels; (iv) switches; (v) breakers; (vi) outlets; (vii) junction boxes; (viii) ground fault interrupters. This Agreement does not cover damage to the electrical system caused by flood, fire, water, or rust.

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

7.12 Ducts

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

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

7.13 Air Conditioning (Central)

This Agreement covers the primary floor air conditioning unit of the covered home. This Agreement covers the following air conditioning components: (i) condenser fan motors; (ii) compressors; (iii) condensers; (iv) thermostats; (v) capacitors; (vi) relays; (vii) contactors; (viii) pressure switch; (ix) thermistor; (x) cut-in switches; (xi) transformers; (xii) start assist; (xiii) defrost boards; (xiv) blower motors.

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

7.14 Ceiling Fan

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

7.15 Garage Door Opener

This Agreement covers the following garage door opener components: (i) control board; (ii) motors; (iii) chains; (iv) belts; (v) gears; (vi) pulley; (vii)

SAMPLE

sheave fork; (viii) axle bolts; and (ix) switches.

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

08 Additional Optional Coverage

The following is a list of Optional Covered Items, systems and appliances which You have the option to purchase from Regency Total Warranty. The following components will only be covered if You advise Regency Total Warranty that you wish to add the additional home warranty coverage and Regency Total Warranty is in receipt of the additional payment for said coverage. You may purchase the additional coverage for up to thirty (30) days following the Purchase Date of the home warranty coverage, but coverage for the additional coverage option will not take effect until payment is received by Regency Total Warranty for the additional coverage, and the additional coverage will terminate on the Termination Date.

The limit of Additional coverage options selected or added shall be covered up to $500 per 12-month period.

8.1 Plumbing and Lighting Fixtures

Plumbing fixtures: faucets, filter, shower head, shower arm, electrical switches, smoke detector, fluorescent fixtures, outlets, dials, knobs, cartridges.

8.2 Limited Roof Leak

Roof leak repairs over the occupied living area of single-family homes only. This Agreement covers the roof leaks only.

Excluded: (i) patios; (ii) metal roofs; (iii) shingles; (iv) cracked and/or missing material; (v) tiles; (vi) tar and gravel; (vii) flat or built-up roofs; (viii) structural leaks; (ix) gutters; (x) downspouts; (xi) skylights; (xii) flashing; (xiii) solar components; (xiv) attic vents; (xv) satellite components; (xvi) antennae; and (xvii) chimney components. This Agreement does not cover repairs requiring partial or complete replacement of the roof.

8.3 Pool/Spa Equipment

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

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

8.4 Well Pump

Components of the well pump, provided the well is the primary water source to the covered home.

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

8.5 Sump Pump

Components of the sump pump for groundwater, provided the pump is within the foundation of the covered home.

Coverage for portable pumps and sewer ejector pumps is also available as an Additional Coverage Option at an extra cost.

8.6 Central Vacuum

All modules, components, and parts of the central vacuum system necessary to its functionality.

Excluded: (i) clogged pipes.

8.7 Second Refrigerator

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

Excluded: (i) sealed system.

8.8 Stand Alone Freezer

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

Excluded: (i) sealed system.

8.9 Lawn Sprinkler System

All mechanical components that affect operation.

Excluded: lack of water pressure; damage due to (i) freezing; (ii) heads.

8.10 Septic System Coverage

Aerobic pump, sewage ejector, jet pump, septic tank.

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

8.11 Refrigerator's Ice Maker

All components and parts: (i) ice maker (ii) motor (iii) thermostat.

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

8.12 Range Hood

See Section 7.2.

8.13 Tankless Water Heating System

See Section 7.7.

8.14 Water Softeners

See Section 7.8.

8.15 Geothermal Heating/Cooling Units

See Section 7.10.

8.16 Air Conditioning System Beyond Leaks

See Section 7.13.

09 Independent Service Technicians

Regency Total Warranty has the exclusive right to engage the services of an Independent Service Technician to perform the necessary repair and/or replacement services. Regency Total Warranty will not reimburse You in the event a service technician performs, or attempts to perform, any repair and/or replacement services without first being authorized by Regency Total Warranty. If You experience any difficulties or have any disputes with an Independent Service Technician, You must contact Regency Total Warranty immediately.

10 Exclusive Option

Regency Total Warranty shall have the sole and exclusive option to: (i) select the Independent Service Technician to perform repair and/or replacement services; (ii) in the event a covered system or appliance is deemed irreparable or it is not cost-effective to repair, replace the system or appliance with a system or appliance of like capacity, the price of which shall not exceed the depreciated value of the system or appliance being replaced; in lieu of replacing a system or appliance that is deemed irreparable or not cost-effective to repair, said determination being made by Regency Total Warranty, Regency Total Warranty may choose to pay a cash settlement; (iii) select the manufacturer, make, and model of any replacement parts used in the repair of the defective system or appliance; and (iv) obtain a second opinion with regard to the cost of replacement without any additional cost to You.

SAMPLE

11 Exclusions and Limitations on Our Coverage and Liability

11.1
The limit of coverage shall be up to $5,000 per 12-month period for each Covered System and each Optional Covered System (if such optional coverage is elected and paid for) and up to $3,000 per 12-month period for each Covered Appliance and each Optional Covered Appliance (if such optional coverage is elected and paid for) for access, diagnosis, and repair or Replacement.

The terms of coverage apply the same whether for a Fixed-Term Plan or for a Monthly Plan. Limits for Monthly Plans and Fixed-Term Plans are calculated per Covered Item within each 12-month period starting from Your original Agreement term effective date. Coverage limit applies in the aggregate when multiple items are listed in the same numbered section.

11.2
We have the sole right to determine whether a Covered Item will be repaired or Replaced. We reserve the right to offer cash or cash equivalent in lieu of repair or Replacement in the amount of Our actual cost (which at times may be less than retail) to repair or Replace any Covered Item. Cash or cash equivalent offered in lieu of repair or Replacement does not include the costs of shipping, tax, or installation. When cash or cash equivalent is issued to Replace a Covered Item, You may not make subsequent claims on such Covered Item for 12 months from the date of issue.

11.3
We reserve the right to obtain a second opinion at Our expense.

11.4
This Agreement does not cover routine maintenance or malfunction due to misuse, abuse, neglect, or physical damage. This Agreement only covers failures due to normal wear and tear. In the event coverage is denied, and You seek to have Us review that denial, We have the right to request routine maintenance records and/or home inspection reports in reviewing Our decision.

11.5
We are not responsible for upgrades, modifications, components, parts, or equipment required due to the incompatibility of the existing equipment with the Replacement system or appliance or component or part thereof or with a new type of chemical or material 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.

11.6
We are not responsible for any repair, Replacement, installation, or modification of: 1) any Covered Item arising from a manufacturer's recall or defect of said Covered Items; or 2) any Covered Item while still under an existing manufacturer's or distributor's warranty.

11.7
We are not responsible for service to meet current building or zoning code requirements or to correct for code violations including when the Replacement of a Covered Item is necessary.

11.8
We are not responsible for the cost to obtain permits.

11.9
Electronic or computerized energy management or lighting and appliance management systems, solar systems and equipment are not included.

11.10
We will not be responsible for any costs associated with the removal and/or disposal of any system and/or appliances repaired, or any waste or debris associated with the repair and/or replacement services. You may be charged an additional fee by the Service Provider to dispose of a Covered Item or one of its components.

11.11
You agree that We are not liable for the negligence or other conduct of the Service Provider, nor are We an insurer of the Service Provider's performance. You also agree that We are not liable for damages caused by the Service Provider, including, but not limited to, consequential, incidental, indirect, secondary, or punitive damages. You expressly waive the right to all such damages.

11.12
We are not liable for any failure to obtain timely service or delays in obtaining parts or equipment or for delays due to conditions beyond Our control, including, but not limited to, labor difficulties, strikes, riots, pandemic, war, acts of war, fire, floods, embargoes, insurrections, or acts of God. We shall continue performance hereunder with reasonable dispatch whenever such events that caused the delay are removed.

11.13
You hereby waive all rights to claim attorneys' fees, indirect, punitive, incidental, consequential, and/or multiplied or otherwise increased damages, and any other damages, other than for actual out-of-pocket expenses.

11.14
Coverage is not for commercial property or residences used as businesses, or for the repair or Replacement of commercial grade equipment, systems, or appliances.

11.15
We will not be responsible for matching a system or appliance's color, brand, or dimensions and are only responsible for repairing and/or replacing systems or appliances of similar builder's grade.

11.16
During the first 45 days of coverage, no coverage will be provided for the replacement of entire systems or appliances or evaporator coils, condenser coils, compressors, control boards, or motors of any kind.

11.17
We will not be responsible for the repair of any system or appliance where said repair would violate any local, state, and/or federal laws, rules, codes, or regulations. If a system or appliance cannot be repaired or replaced without violating a local, state, or federal law, rule, code, or regulation, then Regency Total Warranty's liability will be limited to a cash settlement which shall be in an amount not to exceed the depreciated cost of the product in need of repair. If a violation of any local, state, and/or federal law, rule, code, or regulation is discovered before or during the repair service, Regency Total Warranty will not be required to initiate and/or complete the repair service until the violation and/or potential violation is corrected by You. Regency Total Warranty will not be responsible for any additional costs associated with the correction of the violation and/or potential violation. Regency Total Warranty will not be responsible for any improvements, services, and/or costs required to comply with any local, state, and/or federal laws, regulations, or ordinances.

During the first 90 days of coverage the maximum payout for a heating or cooling claim is up to $500, and for systems and appliances up to $175.00.

11.18
It is your responsibility to provide access to the system or appliance in need of repair.

11.19
We will not be responsible for delays in repairing or replacing a system or appliance resulting from events beyond Our control.

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11.20
This Agreement does not cover any systems, appliances, and/or services relating to hazardous or toxic material including, but not limited to, acids, asbestos, lead and lead-based products, red-tagged units, gas leaks, and any other hazardous contaminants.

11.21
This Agreement does not cover any system or appliance that has malfunctioned as a result of the manufacturer's defect, recall, and/or defective materials or parts.

11.22
This Agreement does not cover any systems or appliances that have had previous repair or that require repair as a result of improper installation, previous repair, damage caused by any construction activity, improper wiring, inadequate or lack of capacity, power failures, power surges, overloads, missing parts, failure to properly maintain, failure to properly clean, neglect, misuse, corrosion, rust, sediment and any modification to the system or appliance.

You are responsible for providing annual maintenance and cleaning by a licensed technician on covered items to ensure continued coverage on such items. Regency Total Warranty reserves the right to request the prior three (3) years of maintenance records and/or pictures; without proper maintenance records and pictures the maximum payout on any system/appliance is up to $175.00. For example, heating and A/C systems require periodic cleaning and/or replacement of filters and cleaning of evaporator and condenser coils. Water heaters require periodic flushing.

This policy covers mechanical breakdowns. It does not cover shelves, door handles, doors, hinges, knobs and buttons, door seals, Freon, damage caused by Freon leak, displays, latches, timers, leveling equipment, clogged drains or lines, cosmetic issues, gaskets, leak searches, lights, noise, refrigerants, valves, dispensers, installation, electrical failures, or upgrades.

11.23
This Agreement does not cover any damage and/or defects to the structural components of the covered home, including, but not limited to, the foundation and any beams of the covered home.

Regency Total Warranty will not cover any damage caused by national disaster.

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

13 Claims Procedure
13.1 Before Making a Claim
Prior to making a claim, you should:

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

13.2 Contact Regency Total Warranty
To determine if this Agreement covers your malfunctioning appliance or system, an Regency Total Warranty representative can be reached toll free by telephone at 800-409-1889 or by e-mail at info@regencytotalwarranty.com. If this Agreement covers the malfunctioning appliance or system, you MUST contact Regency Total Warranty PRIOR to obtaining service on the malfunctioning appliance or system. Your failure to contact Regency Total Warranty prior to obtaining service may render your claim invalid. Regency Total Warranty will not reimburse You if You use your own service technician without first obtaining Regency Total Warranty's prior authorization.

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

13.4 Non-Emergency Claims
To make a claim for repair you must contact Regency Total Warranty within 3 days following the discovery of the malfunctioning and/or inoperability of the system or appliance. The Regency Total Warranty service technician will be instructed to provide a repair of the appliance or system within two (2) days during normal business hours and four (4) days on weekends and holidays following submission of the claim. If covered by this Agreement, the system and/or appliance repaired or replaced will be paid for by Regency Total Warranty within a reasonable time following submission of the claim. Regency Total Warranty will not be liable for any delay in the repair and/or the inoperable appliance or system.

14 Cancellation
Refunds or Amounts Owed due to Cancellation of this Plan Agreement.

14.1 Cancellation by you or us within the first seven (7) days of the Initial Plan Agreement Term
a. If you have not filed a Service Request: we will provide you with a full refund of any portion of the Plan Price you have paid. We will not charge you an administrative fee.

b. If you have filed a Service Request: we will provide you with a refund of any portion of the Plan Price you have paid, less the cost of any Service Request we have provided. In addition, if the cost of your Service Request is more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. We will not charge you an administrative fee.

14.2 Cancellation by you or us after the first seven (7) days and during the Initial Plan Agreement Term
You may cancel this Agreement within seven (7) days from the Order Date of this Agreement, as set forth on the schedule page accompanying this Agreement.

We will provide you with a pro rata refund of the unearned Plan Price (non-discounted amount) you have paid, less the cost of any Service Request we have provided plus an applicable $75 administrative/cancellation fee. If the cost of your Service Request is

more than the portion of the Plan Price you have paid as of the date of cancellation, you will be required to pay us the lesser amount of (i) the cost of your Service Request minus the portion of the Plan Price you have paid, or (ii) your annual Plan Price amount minus the Plan Price you have paid. The administrative fee is the lesser of (i) your monthly Plan Price, or (ii) such amount as permitted by Applicable Law.

15 Renewal

Auto-Renewal Notice: This policy will automatically renew 30 days prior to its expiration date, ensuring continuous coverage for your home systems and appliances. You will be notified in advance of the renewal and can manage your policy settings at any time. If you do not wish to have your policy auto renewed you may contact us at 855-609-6944.

Regency Total Warranty reserves the right to deny your request for renewal for any reason and change the rate and terms of coverage for the renewed term. In the event You select the monthly payment option and Regency Total Warranty elects to renew Your Agreement, Regency Total Warranty will notify You of the rate and term for the renewal period during the tenth month of Your Agreement and You will be automatically renewed for an annual coverage period unless you notify Regency Total Warranty in writing thirty (30) days prior to the Termination Date. Your first payment for the renewed term will be deemed as authorization for another twelve (12) month term.

16 Arbitration

Any disputes resulting from this Agreement or any dispute relating to Regency Total Warranty's home warranty service shall be construed and enforced under the laws of the District of Columbia. Except where prohibited, you agree that any and all disputes, claims, and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action, and exclusively by the American Arbitration Association in the District of Columbia. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.

Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise, arising out of or relating to this Agreement or the relationships among the parties hereto must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

17 Transfer of Agreement

If Your Covered Property is sold during the term of this Agreement, You may transfer this Agreement to the new owner by notifying Regency Total Warranty by phoning 800-409-1889. You must inform Regency Total Warranty of the change of ownership and provide the name, email address, and phone number of the new owner. A copy of the Agreement is available upon request. You may not otherwise assign this Agreement without Regency Total Warranty's prior written consent.

18 Assignment

Regency Total Warranty may assign this Agreement, in whole or in part, without Your consent, to the fullest extent allowed by law. You understand and agree that, in the event of such an assignment, We will have no further obligation to You.

19 Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby.

20 State-Specific Provisions

20.1 Cancellation

20.1.1 Alabama, Arkansas, Hawaii, Massachusetts, Minnesota, New Mexico, Virginia, Wisconsin and Wyoming Residents

In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days (30 days for Hawaii residents) of the date this Agreement was mailed to You or within 10 days (20 days for Hawaii residents) of delivery if this Agreement is delivered to You at the time of sale or within a longer time period permitted under this Agreement and, if You have not received any service, You are entitled to a full refund of the amount paid by You under this Agreement. A 10% penalty per month must be added to a refund that is not paid or credited to You within 45 days (30 days for Iowa residents, 60 days for New Mexico residents) after the cancellation of this Agreement.

20.1.2 Alabama Residents

If You cancel this Agreement after the refund period described in Section 20.1.1, We may retain an administrative fee of up to $25 for issuance of this Agreement.

20.1.3 Arizona Residents

We currently do not service the state of Arizona.

20.1.4 Hawaii Residents

Your right to cancel this Agreement and receive a full refund under Section 14.2 is not transferable and applies only to the original Agreement purchaser.

20.1.5 Iowa Residents

The administrative fee permitted under Section 14.2 will not exceed 10% of the gross amount which You paid for this Agreement.

20.1.6 Nevada Residents

If no claim has been made under this Agreement, You have the right to return this Agreement within 20 days of the date this Agreement was mailed to You, within 10 days of delivery if this Agreement was delivered to You at the time of sale, or within a longer period specified in this Agreement. In such a case, this Agreement will be void and We will refund to You the full amount of the purchase price of this Agreement. This right to void this Agreement is not transferable and applies only to the original Agreement purchaser.

A 10% penalty per month will be added to a refund that is not made within 45 days of return of this Agreement to Us. We will not cancel this Agreement, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Agreement, whichever occurs first except for: (a) failure to pay by You any amount under this Agreement when due; (b) Your conviction of a crime which results in an increase in the service required under this Agreement; (c) discovery of fraud or material misrepresentation by You in obtaining this Agreement, or in presenting a claim under this Agreement; or (d) Your act or omission, or Your violation of any condition of this Agreement, the discovery of which occurs after the effective date of this Agreement and which substantially and materially increases the service required under

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this Agreement. Cancellation of this Agreement as permitted hereunder is effective 15 days after We mail the cancellation notice to You.

We will not cancel this Agreement, if it has been in effect for at least 70 days, before the expiration of the term or 1 year after the effective date of this Agreement, whichever occurs first except also for a material change in the nature or extent of the required service or repair which occurs after the effective date of this Agreement and which causes the required service or repair to be substantially and materially increased beyond that contemplated at the time that this Agreement was issued or sold. In the event of cancellation, You will be provided a pro rata refund less any outstanding balance on Your account. We will not charge an administrative fee or a cancellation fee, or any other type of fee, for cancellation of this Agreement.

20.1.7 Oklahoma Residents

In the event You cancel this Agreement, return of the Agreement Fee will be based upon 90% of the unearned pro rata Agreement Fee less the actual cost of any service provided under this Agreement. In the event We cancel this Agreement, return of the Agreement Fee will be based upon 100% of the unearned pro rata Agreement Fee less the actual cost of any service provided under this Agreement.

20.1.8 South Carolina Residents

If We do not provide a refund within 45 days of cancellation a 10% penalty per month shall be added to the refund.

20.1.9 Utah Residents

We may cancel this Agreement at any time for any reason, if this Agreement has not been previously renewed, and if this Agreement has been in effect less than 60 days when the written notice of cancellation is mailed or delivered. After this Agreement has been in force for 60 days, this Agreement may be cancelled by Us for the following reasons: (i) nonpayment of premium when due; (ii) mutual agreement of Us and You; (iii) material misrepresentation; (iv) substantial change in the risk assumed, unless We should reasonably have foreseen the change or contemplated the risk when entering into this Agreement; or (v) substantial breaches of Agreement duties, conditions, or warranties.

Cancellation for these reasons, except cancellation for nonpayment of premium, is effective no sooner than 30 days after the delivery or first-class mailing of a written notice to You. Cancellation for nonpayment of premium is effective no sooner than 10 days after delivery or first-class mailing of a written notice to You. If We cancel this Agreement within the first 30 days of the Agreement effective date You will NOT be charged an administrative fee, and You shall be entitled to a refund of the paid premium less any Service Costs that were incurred by Us. If We cancel this Agreement after the 30th day from the Agreement effective date, You shall be entitled to a pro rata refund of the paid premium for the unexpired term, less: (y) an administrative fee of up to $50 (where permitted by law); and (z) any Service Costs that were incurred by Us.

20.1.10 Vermont Residents

In addition to Your cancellation rights listed above, You may cancel this Agreement within 20 days of receipt of this Agreement, if You have not received any service, for a full refund of the amount paid by You under this Agreement.

20.1.11 Virginia Residents

In addition to Our cancellation rights listed above, We may cancel this Agreement if this Agreement were to provide coverage before the time the residential property is purchased, should the purchase of the property not occur.

20.1.12 Wisconsin Residents

Your right to cancel this Agreement and receive a full refund under Section 14.2 as modified by Section 20.1.1 is not transferable and applies only to the original Agreement purchaser. The administrative fee permitted under Section 14.2 will not exceed 10% of the gross amount which You paid for this Agreement. In the event of a total loss of property covered by this Agreement that is not covered by a replacement of the property pursuant to the terms of this Agreement, You shall be entitled to cancel this Agreement and receive a pro rata refund of any unearned Agreement Fee, less any Service Costs.

This Agreement shall be non-cancelable by Us except for nonpayment of the Agreement Fee, material misrepresentation by You to Us or the administrator, or substantial breach of duties by You relating to the Covered Item or its use. If this Agreement is canceled by Us, We will mail a written notice to You at Your last-known address contained in Our records at least 5 days prior to cancellation by Us. Our cancellation notice will state the effective date of the cancellation and the reason for the cancellation.

20.1.13 Wyoming Residents

Your right to cancel this Agreement and receive a full refund under Section 14.2 is not transferable and applies only to the original Agreement purchaser. If this Agreement is canceled by Us, We will mail a written notice to You at the last known address at least 10 days prior to cancellation by Us. Prior notice is not required if the reason for cancellation is nonpayment of the provider fee, material misrepresentation, or substantial breach of duties by You.

20.2 Arbitration and Dispute Resolution

20.2.1 Alabama Residents

Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise (“Claim”), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by 1 arbitrator through binding arbitration administered by the American Arbitration Association (“AAA”) in the state of Alabama, under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed (“AAA Rules”). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator’s decision shall be final, binding, and non-appealable.

Judgment upon the award may be entered and enforced in any court having jurisdiction. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator’s award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section 15 of this Agreement.

20.2.2 Arizona Residents

Arbitration under Section I(2) of this Agreement will not be an absolute dispute remedy and both parties must agree to arbitration. This arbitration provision does not prohibit an Arizona resident from following the process to resolve complaints under the provisions of A.R.S. § 20-1095.09, Unfair Trade Practices as outlined by the Arizona Department of Insurance and Financial Institutions.

20.2.3 Oklahoma Residents

This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma.

20.2.4 Texas Residents

NOTICE: YOU THE BUYER HAVE OTHER RIGHTS AND REMEDIES UNDER THE TEXAS DECEPTIVE TRADE PRACTICES CONSUMER PROTECTION ACT WHICH ARE IN ADDITION TO ANY REMEDY WHICH MAY BE AVAILABLE UNDER THIS AGREEMENT. FOR MORE INFORMATION CONCERNING YOUR RIGHTS, CONTACT THE CONSUMER PROTECTION DIVISION OF THE ATTORNEY GENERAL’S OFFICE, YOUR LOCAL DISTRICT OR COUNTY ATTORNEY OR THE ATTORNEY OF YOUR CHOICE.

20.2.5 Utah Residents

ANY MATTER IN DISPUTE BETWEEN YOU AND US MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, A COPY OF WHICH IS AVAILABLE ON REQUEST FROM US. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND US. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH.

20.2.6 Wisconsin Residents

Unless You decide to file a claim solely in Your individual capacity in Wisconsin small claims court and notify Us in advance of Your decision to do so, any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by 1 arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. You may elect to have any arbitration under this Agreement held in the state of Wisconsin or within the jurisdiction in which the covered property is located. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to Section I(3) of this Agreement.

20.2.7 Wyoming Residents

At the time of any dispute, the parties hereto may agree to resolve their difference by arbitration in a separate written agreement. This Agreement will be governed by and construed in accordance with the laws of the State of Wyoming; any legal proceedings under this Agreement will be held in the State of Wyoming.

20.3 Other Miscellaneous State Provisions

20.3.1 Arizona Residents

We currently do not service the state of Arizona.

20.3.2 Iowa Residents

The issuer of this Agreement is subject to regulation by the Insurance Division of the Department of Commerce of the state of Iowa. Complaints which are not settled by the issuer may be sent to the Insurance Division. The address of the Division is 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000; and the Division's telephone number is (515) 654-6600.

20.3.3 Kentucky Residents

We maintain a performance bond issued by Platte River Insurance Company, P.O. Box 5900, Madison, WI 53705-0900 (the "Insurer"). You are entitled to make a direct claim against the Insurer in the event We fail to pay any claim within sixty (60) days after the claim has been filed with Us.

20.3.4 Nevada Residents

Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. Repairs will commence within 24 hours after the report of the claim and will be completed as soon as reasonably practicable thereafter; and, if We determine that an Emergency Repair cannot practicably be completed within 3 calendar days after the report of the claim, We will provide a status report to You and the Nevada Commissioner of Insurance. If You are not satisfied with the manner in which We are handling Your claim under this Agreement, You may contact the Nevada Division of Insurance toll-free at (888) 872-3234.

20.3.5 New Hampshire Residents

In the event You do not receive satisfaction under this Agreement, You may contact the New Hampshire Insurance Department at 21 South Fruit Street, Suite 14, Concord, NH 03301 or by calling (603) 271-2261.

20.3.6 Oklahoma Residents

We are licensed as a home service contract provider in Oklahoma under License No. 512409500. Coverage afforded under this Agreement is not guaranteed by the Oklahoma Insurance Guaranty Association. In the event that this Agreement is a Monthly Plan, this Agreement will not expire while a Covered Item is being repaired for a covered service. You must notify Us of a request for service to be performed under this Agreement as soon as the problem is discovered. We will accept requests for service 24 hours a day, 7 days a week, 365 days a year.

For prior approval for services to be performed under this Agreement, please contact Us toll-free at 800-409-1889.

In order for the request for service to be covered, notice must be given to Us prior to expiration of this Agreement. Under normal circumstances, We will dispatch requests for services to a Service Provider within 48 hours. If You request non-emergency service outside of Service Providers' normal business hours (i.e. usually 8 AM – 5 PM in Your time zone, M-F, subject to change), You will be responsible for any additional fees or overtime charges. We will determine what repairs constitute an emergency and will make reasonable efforts to expedite emergency service (generally breakdowns to Covered Items that are essential to health and safety and would pose a substantial risk to loss of life or peril, such as breakdowns of heating, cooling, plumbing or substantial electrical service that renders the dwelling otherwise uninhabitable). We have the sole and absolute right to select the Service Provider to perform the service. We will not reimburse for any services performed without Our prior approval.

20.3.7 Texas Residents

This Agreement is issued by a Residential Service Company licensed by the Texas Department of Licensing & Regulation. Complaints about this Agreement or company may be directed to the Texas Department of Licensing & Regulation at PO Box 12157, Austin, TX 78711, (512) 936-3049. NOTICE: THIS COMPANY PAYS PERSONS NOT EMPLOYED BY THE COMPANY FOR THE SALE, ADVERTISING, INSPECTION, OR PROCESSING OF A RESIDENTIAL SERVICE AGREEMENT UNDER TEXAS OCCUPATIONS CODE § 1303.304.

20.3.8 Utah Residents

This Agreement is subject to limited regulation by the Utah Insurance Department. To file a complaint, contact the Utah Insurance Department. Coverage afforded under this Agreement is not guaranteed by the Property and Casualty Guaranty Association.

For prior approval for services to be performed under this Agreement, please contact Us toll-free at 800-409-1889. We also may be contacted by email at Claims@regencytotalwarranty.com.

Weekend, holiday and evening service will be performed only in the event of a failure or malfunction of a Covered Item, for which repair is

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prescribed under this Agreement, which is essential to Your health and safety ("Emergency Repair"). An event will qualify for Emergency Repair if the emergency involves the loss of heating or cooling, loss of plumbing or substantial loss of electrical service and the emergency renders the dwelling unfit for a person to live in because of defects that immediately endanger the health and safety of the occupants of the dwelling. In the case of an Emergency Repair, You will not be required to obtain Our prior authorization for service. Only in the case of an Emergency Repair, You may directly contact a qualified and insured Service Provider to obtain service in the event of failure or malfunction of a Covered Item, for which repair is prescribed under this Agreement. Upon completion of the service, the Service Provider must provide You an itemized invoice for the charges.

You should try to find a Service Contractor who will charge a fair and reasonable cost for parts and labor as You will be responsible for paying the Service Provider directly for the services rendered, including the Service Fee or similar charge up to the Service Fee, as well as all costs over and above those charged during normal business hours such as overtime. You will then submit the itemized invoice to Us for reimbursement up to the limit of coverage under this Agreement.

Please call us at 800-409-1889 to find out the best way to submit the paid invoice.

20.3.9 Virginia Residents

If You are unable to contact or obtain satisfaction from Us then You may contact the Virginia Corporation Commission, at Bureau of Insurance, P.O. Box 1157, Richmond, Virginia, 23218-1157 or by calling (800) 552-7945.

20.3.10 Wisconsin Residents

THIS AGREEMENT IS SUBJECT TO LIMITED REGULATION BY THE OFFICE OF THE COMMISSIONER OF INSURANCE.

20.3.11 District of Columbia, Ohio, Pennsylvania, Tennessee, and Utah Residents

30% of Your purchase price is for coverage of tangible personal property and 70% is for coverage of real property and fixtures.

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Regency Total Warranty

★ HOME PROTECTION PLANS

Be prepared with a Regency home warranty.

Order for your next closing in minutes, online or by phone. Our real estate team is ready to help you and your clients.

800-409-1889

regencytotalwarranty.com

Claims 24/7/365 | Free seller coverage | Paid at closing | A+ Accredited

Coverage, pricing and availability vary by state and property. Prices shown are for single-family homes under 5,000 sq ft and are subject to change. This guide is a summary; the Service Agreement governs all coverage, limits and exclusions.