



Home Warranty

Earning your business, every day.



Homeowner AdvantagesSM

- ✓ Trade Call Fee Guarantee
Customer-Friendly Industry Exclusive
- ✓ Investor Program
- ✓ \$30 Trade Call Fee Option
Great for first time buyers
- ✓ Renewal Rate Guarantee



Online: www.bpgwi.comPhone: **800-443-5599****Property Seller's Information** *Please Print or Type*

PROPERTY SELLER'S NAME _____

PROPERTY ADDRESS TO BE COVERED _____

CITY _____ STATE _____ ZIP _____

PHONE _____

E-MAIL _____

REAL ESTATE FIRM _____

AGENT'S NAME _____ PHONE (Main Office) _____

AGENT'S E-MAIL _____ FAX _____

ADDRESS _____

Property Buyer's Information

PROPERTY BUYER'S NAME _____

PHONE _____

E-MAIL _____

REAL ESTATE FIRM _____

AGENT'S NAME _____ PHONE (Main Office) _____

AGENT'S E-MAIL _____ FAX _____

ADDRESS _____

Mailing Address for Buyer or Seller *(if different from above)*

PROPERTY BUYER'S OR SELLER'S ADDRESS _____

CITY _____ STATE _____ ZIP _____

Escrow Information

COMPANY NAME _____

OFFICER _____ PHONE (Main Office) _____

OFFICER'S E-MAIL _____

CLOSING NUMBER _____ EXPECTED CLOSE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

To pay with VISA/MasterCard please call 800-443-5599.

For SPECIAL COVERAGE, DUPLICATE SYSTEMS, or HOMES OVER 5,000 sq. ft., please call 800-443-5599 for a price quote.

*Note: Real estate professionals offer this plan as a service to home sellers and buyers. They receive no commission or compensation for offering this plan—your protection is their only objective.***Acceptance or Waiver**

This home warranty is offered in conjunction with a real estate transaction for your benefit.

____ I decline the opportunity to purchase the warranty coverage.

____ I accept coverage and authorize payment to BPG Home Warranty Company upon closing.

SIGNATURE _____ DATE _____

TRADE CALL FEE \$65**CHOOSE PLAN****STANDARD** **PREFERRED**

SINGLE FAMILY HOME	<input type="checkbox"/> \$280	<input type="checkbox"/> \$390
CONDO/TOWNHOME/MOBILE HOME	<input type="checkbox"/> \$250	<input type="checkbox"/> \$340
SELLER'S PLAN — SINGLE FAMILY HOME	<input type="checkbox"/> \$.77 per day	<input type="checkbox"/> \$1.07 per day
SELLER'S PLAN – CONDO/TOWNHOME/MOBILE HOME	<input type="checkbox"/> \$.68 per day	<input type="checkbox"/> \$.93 per day
NEW CONSTRUCTION (YEARS 1 -5)	<input type="checkbox"/> \$475	<input type="checkbox"/> \$595
DUPLEX UNITS	<input type="checkbox"/> \$430	<input type="checkbox"/> \$550
TRIPLEX UNITS	<input type="checkbox"/> \$540	<input type="checkbox"/> \$660
FOURPLEX UNITS	<input type="checkbox"/> \$660	<input type="checkbox"/> \$940

COVERED ITEMS

Heating System	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical System, Smoke Detectors, Central Vacuum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Exhaust Fans, Ceiling Fans, Garage Door Opener	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing System (including Polybutylene), Stoppages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing Failure Due to Rust and Sediment (for buyers only)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Water Heater, Pressure Regulator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Toilets, Bathtub Whirlpool Motor/Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Recirculation Pump, Sump Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hot Water Dispenser, Built-In Food Center	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher, Garbage Disposal, Trash Compactor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Range/Oven/Cook Top, Built-In Microwave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Unknown Pre-existing conditions (for buyers only)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
\$500 Towards Code Upgrades		<input checked="" type="checkbox"/>
\$250 Towards Building Permits		<input checked="" type="checkbox"/>
Air Conditioning Refrigerant Recapture, Window Units		<input checked="" type="checkbox"/>
Removal of Defective Equipment		<input checked="" type="checkbox"/>
Mismatched Units, Improper Installation		<input checked="" type="checkbox"/>
Garage Door Opener: Springs, Remote, Hinges		<input checked="" type="checkbox"/>
Ceiling Fan Replacement (similar quality)		<input checked="" type="checkbox"/>
Faucets, Hose Bibs, Showerheads		<input checked="" type="checkbox"/>
Toilet Replacement (similar quality)		<input checked="" type="checkbox"/>
Registers, Grills, Built-in Heat Lamps		<input checked="" type="checkbox"/>
Appliances: Trim Kits, Racks, Rollers, Baskets, Interior Linings, Clocks, Rotisseries, Handles, Knobs, Buckets, Lock & Key Assemblies, Self-Cleaning Mechanisms, and Shelves		<input checked="" type="checkbox"/>

OPTIONAL COVERAGE FOR BUYERS

Air Conditioning System	<input type="checkbox"/> \$ 70	INCLUDED
Renewal Rate Guarantee NEW	<input type="checkbox"/> \$ 50	<input type="checkbox"/> \$ 50
Roof Coverage	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Modification/Relocation Option	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Swimming Pool/Spa Equipment	<input type="checkbox"/> \$145	<input type="checkbox"/> \$145
Salt Water Swimming Pool Equipment	<input type="checkbox"/> \$325	<input type="checkbox"/> \$325
Additional Pool/Spa	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Professional Grade Kitchen Special Price	<input type="checkbox"/> \$ 75	<input type="checkbox"/> \$ 75
Kitchen Refrigerator w/Icemaker & Dispenser	<input type="checkbox"/> \$ 50	<input type="checkbox"/> \$ 50
Additional Refrigeration Units	<input type="checkbox"/> \$ 50	<input type="checkbox"/> \$ 50
Clothes Washer & Dryer	<input type="checkbox"/> \$ 80	<input type="checkbox"/> \$ 80
Washer/Dryer/Refrigerator (Save \$15)	<input type="checkbox"/> \$115	<input type="checkbox"/> \$115
Green Option	<input type="checkbox"/> \$ 50	<input type="checkbox"/> \$ 50
Extended Pipe Leak	<input type="checkbox"/> \$100	<input type="checkbox"/> \$100
Water Softener	<input type="checkbox"/> \$ 40	<input type="checkbox"/> \$ 40
Well Pump System	<input type="checkbox"/> \$120	<input type="checkbox"/> \$120
Septic Tank Pump	<input type="checkbox"/> \$ 30	<input type="checkbox"/> \$ 30
Septic System/Sewage Ejector Pump	<input type="checkbox"/> \$ 30	<input type="checkbox"/> \$ 30
Red Tag Option™	<input type="checkbox"/> \$ 20	<input type="checkbox"/> \$ 20
Investor Option	<input type="checkbox"/> no charge	<input type="checkbox"/> no charge
\$30 Trade Call Fee Option Reduces \$65 Trade Call Fee to \$30	<input type="checkbox"/> \$ 65	<input type="checkbox"/> \$ 65

*For Preferred Plan on homes with no A/C, \$60 credit may be applied toward optional coverage.

Total Cost of Plan \$ _____ \$ _____**For Payment Processing Only, Mail Payment To:**BPG Home Warranty Company, Box 749091, Los Angeles, CA 90074-9091
Phone: 800-443-5599 ■ Fax 866-805-7523 ■ www.bpgwi.com

BPG Home Warranty Plan—California (2014-A)

Real Estate Transaction Contract (Sample)

This one-year home warranty is issued and administered by BPG Home Warranty Company (BPG). BPG is a member of the National Home Service Contract Association and has been providing home warranties since 1987. This contract may be offered in conjunction with a real estate transaction for your benefit.

BPG will help offset costs associated with repairs or replacements of covered systems and appliances if they become inoperative due to normal wear and tear during the term of this contract. Only those systems and appliances specifically mentioned are covered, and only if they are properly and permanently installed and located within the perimeter of the main foundation of the occupied living space of the home and/or detached garage (unless otherwise specified), were functioning in a safe and proper manner on the effective date of this contract, and were designed for residential use.

Please refer to the contract for specific terms and conditions. If you have questions about coverage, please visit us at www.bpgwi.com or call 1-800-521-2492.

STANDARD PLAN (Available to buyers and sellers)

KITCHEN APPLIANCES: Covers all parts and components that affect operation of:

- OVEN
- BUILT-IN DISHWASHER
- GARBAGE DISPOSAL
- BUILT-IN FOOD CENTER
- RANGE/COOK TOP
- BUILT-IN MICROWAVE OVEN
- HOT WATER DISPENSER
- BUILT-IN TRASH COMPACTOR

Not Covered: Cosmetic problems, such as chipping, dents or scratches; trim kits; racks; rollers; baskets; lights; interior linings; clocks; rotisseries; handles; knobs; buckets; lock & key assemblies; shelves; removable accessories; timers (unless they affect the primary function of the appliance); meat probes; refrigerator/stove combination units; halogen units; electromagnetic induction units; glass. **Note:** For high-end, professional grade, or custom appliances, or appliances with non-standard dimensions, please consider our PROFESSIONAL GRADE KITCHEN Option which may provide additional coverage.

HEATING SYSTEM

Covers gas or electric heating systems not to exceed 2 units. FURNACES: Forced Air, Floor, Gravity, or Wall. SYSTEMS: Heat Pump, Hot Water, or Radiant. **Note:** Coverage for hot water, geo-thermal, water cooled, hydronic, glycol, lithium, oil, diesel, radiant and gravity flow systems are limited to \$1,500 in the aggregate. Dual pack systems will only be covered if the air conditioning coverage is also purchased. **Note for Seller:** Coverage for the HVAC system is limited to \$1,500 in the aggregate for sellers; coverage for a cracked heat exchanger or combustion chamber is limited to \$500 in the aggregate for sellers. **Not Covered:** Registers; grills; built-in heat lamps; fireplaces and key valves; wood or pellet stoves; cable heat (in ceiling); collapsed, crushed, disintegrated or moisture damaged ductwork; flues and vents; ductwork testing and/or sealing; humidifiers; cleaning; filters; air filtration systems; portable heaters; zone control systems; solar heating systems; stands; locating leaks to ductwork; diagnostic testing of ductwork when required by law or when replacing equipment.

ELECTRICAL SYSTEM

Covers ELECTRICAL PANELS; SWITCHES; OUTLETS; CENTRAL VACUUM SYSTEMS; REPAIRS ONLY TO WIRING AND LOW VOLTAGE INTERIOR LIGHTING SYSTEMS; TELEPHONE WIRING; SMOKE DETECTORS.

Not Covered: Light fixtures; remote controls; stretched outlets; removable attachments, accessories, hoses, or central vacuum blockages; meter and base; replacement of low voltage lighting systems; energy management or lighting & appliance management systems; phone jacks; wiring which is the property of the phone company.

PLUMBING SYSTEM

Covers WATER HEATER (Gas/Electric, max 75 gal.); FLUSHING MECHANISMS; TOILET TANK AND BOWL (replaced with two piece white builder's standard); TUB AND SHOWER VALVES; GAS/WATER/DRAIN/WASTE PIPE LEAKS; BUILT-IN BATHTUB WHIRLPOOL MOTOR AND PUMP ASSEMBLY; PRESSURE REGULATOR; INLINE SHUTOFF VALVE; Failures caused by rust, corrosion, sediment. **Note:** Polybutylene piping leaks, tankless and/or direct vent water heater repairs and replacements are limited to \$1,000 each in the aggregate. **Not Covered:** Fixtures; faucets; hose bibs; water conditioning equipment; landscaping and/or fire suppression systems; sewage ejector pump; main shut off valve; solar water heaters; water heater flues and vents; restrictions in fresh water lines; electrolysis; water discoloration; bathtub jet plumbing; showerheads and arms; bathtubs; sinks; tub and shower base pans; tile; caulking. BPG will not replace a water heater because of noise and will not repipe the dwelling.

DRAIN LINES

Covers mainline stoppages that can be cleared through an existing cleanout without excavation.

Not Covered: Hydro-jetting; broken or collapsed sewer lines outside the foundation; stoppages or roots that prevent the effective use of an externally applied sewer machine cable; removal of toilet; costs to install a ground level cleanout; chemical treatment; leach lines; septic system pumps; cesspool.

PUMPS

Covers SUMP PUMPS; RECIRCULATION PUMPS. **Note:** Coverage for pumps is limited to \$500 in the aggregate. **Not Covered:** Septic system; sewage ejector pump; jet pump; aerobic pump.

GARAGE DOOR OPENER

Covers major components of the opener unit including motor, wiring, receiver unit, drive assembly.

Not Covered: Doors; springs; remote transmitters; key pads; sensors; lights; hinges.

FANS

Covers KITCHEN/BATHROOM EXHAUST FANS; WHOLE HOUSE FANS; ATTIC FANS; CEILING FANS. Fans will be replaced with builder's standard. **Not Covered:** Noise; wobbling; light fixtures; remote transmitters.

PREFERRED PLAN (Available to buyers and sellers)

Includes all Standard Plan features as well as the following additional coverage and upgrade items. Must be selected and paid at closing.

AIR CONDITIONING SYSTEM: See coverage and limitations under OPTIONAL COVERAGE.

ADDITIONAL UPGRADE ITEMS:

Air Conditioning: Registers; grills; disposable filters; window units; fees associated with the use of crane when required.

Appliances: Trim kits; racks; rollers; baskets; interior linings; clocks; rotisseries; handles; knobs; buckets; lock & key assemblies; self-cleaning mechanisms; shelves.

Heating: Registers; grills; built-in heat lamps.

Plumbing: Faucets (replaced with chrome builder's standard); hose bibs; showerheads and arms; toilets replaced with similar quality up to \$600 per occurrence; water heater expansion tank.

Drain Lines: If drain line stoppages are unable to be cleared with machine cable, BPG may provide hydro-jetting if appropriate. Toilet removal when necessary for access.

Fans: Replacement of ceiling fans will be with similar quality.

Garage Door Opener: Springs; remote transmitters; key pads; hinges.

Refrigerant Recapture: BPG will pay for the costs of refrigerant recapture.

Building Permits: BPG will pay the cost for obtaining necessary permits for approved repairs and replacements up to \$250 per occurrence. BPG will not be responsible for service when permits cannot be obtained.

Removal of Defective Equipment: BPG will pay for the costs to dispose of a system or appliance that is being replaced under this contract.

Code Upgrades: BPG will pay up to \$500 in the aggregate to correct code violations and/or code upgrades in relation to a malfunctioning covered system or appliance service if necessary for repair or replacement. The contract holder is responsible for the cost for changes or upgrades relating to hazardous material removal.

Improper Installation: Except as otherwise noted in this contract, BPG will repair or replace covered systems or appliances that fail due to improper installations, repairs, or modifications that were made prior to the term of this contract; provided the systems or appliances are not undersized for the home and were working in a safe and proper manner on the effective date of this contract. If said system or appliance failure violates a code requirement, the \$500 code limit applies.

OPTIONAL COVERAGE (Available on STANDARD and PREFERRED PLANS)

AIR CONDITIONING SYSTEMS: Covers up to two (2) units with capacity not to exceed five (5) tons per unit. Coverage includes CONDENSER; COIL; EVAPORATIVE COOLING UNIT; COMPRESSOR AND MOTORS; BUILT-IN WALL UNITS. If necessary, as part of a covered replacement, BPG will upgrade the system to federally mandated standards. BPG will replace any covered components that are necessary to maintain compatibility with the replacement unit, including the indoor furnace or air handler, evaporator coil, transition, plenum, indoor electrical, duct connection, accessible refrigerant and condensate lines, and thermostatic expansion valve. **Note:** Coverage for geo-thermal systems and water-cooled systems is limited to \$1,500 in the aggregate. **Note for Seller:** Seller's Coverage for Air Conditioning is only available with the Preferred Plan which must be paid at closing. During the Seller's Coverage period, Coverage for the HVAC system is limited to \$1,500 in the aggregate. All other terms and conditions of the contract still apply. **Not Covered:** Cleaning; filters; cooler pads; gas or propane air conditioning systems; inaccessible refrigerant and condensate drain lines; costs related to recapture or disposal of refrigerants; mismatched systems; chillers; flues and vents; humidifiers; air filtration systems; zone control systems; collapsed, crushed, disintegrated or moisture damaged ductwork; portable room or window units; registers; grills; stands; locating leaks in ductwork; diagnostic testing of ductwork when required by law or when replacing equipment.

INVESTOR/PROPERTY MANAGEMENT OPTION: Provides concierge services and benefits for owners of multiple properties when the properties are covered with BPG home warranty contracts. Concierge services include; special investor line, quarterly consolidated reporting on claims activity, centralized billing capabilities, discount considerations for volume renewals, and special pricing on Tenant Property Inspections.

PROFESSIONAL GRADE KITCHEN: Provides up to (2) two times the normal coverage provided by BPG's Standard or Preferred Plans for built-in kitchen appliances (excluding refrigerators). This supplemental coverage is designed to help offset the additional replacement costs associated with high-end, professional grade, or custom appliances, or appliances with non-standard dimensions. Supplemental coverage may be used to help match brands, color/finish, and accommodate special replacement dimensions. At no time shall this option provide coverage greater than BPG's cost to replace or repair the appliance. **Note:** Coverage for the Professional Grade Kitchen is limited to \$4,000 in the aggregate.

GREEN OPTION: If a covered heating system (limited to gas furnace), water heater, or appliance (applies only to Energy Star available appliances) breaks down, subject to all other contract terms and conditions, and it cannot be repaired, BPG will replace as follows: the heating system with a 90 percent or better rated efficiency model; the water heater with a tankless hot water heater; and the appliance with an ENERGY STAR qualified product (replacement to have similar major features as appliance being replaced and subject to availability). **Note:** Coverage for tankless hot water heater replacements is limited to \$1,500 in the aggregate. Costs for modifications are not covered.

MODIFICATION/RELOCATION OPTION: Covers up to \$1,000 in the aggregate to perform equipment relocations and/or modifications that BPG deems necessary to effect covered repairs and replacements to heating, air conditioning, or water heaters. Coverage extends to: structural items; access issues; vents; pads; stands; roof jacks; outside electrical; inaccessible refrigerant lines; inaccessible condensate drain lines. **Not Covered:** Cleaning; permits; disposal costs; ductwork testing and/or sealing.

SWIMMING POOL/SPA EQUIPMENT: Above ground and accessible parts and components of the filtration, pumping, and heating system (including the sweep pump, blower motors, motor, and timer). Both pool and spa equipment are covered if they utilize common equipment. If they do not utilize common equipment, then only one or the other is covered unless an additional fee is paid. **Note:** Heater repairs and/or replacements caused by rust, deterioration or corrosion are limited to \$500 per contract. **Not Covered:** Underground or inaccessible parts; cleaning equipment; pool sweeps; damage due to improper chemical balance; lights; disposable filtration mediums; chlorinators; ionizers; ozone generators; heat pumps; water chemistry control equipment; remote control systems; motorized valves; valve actuators; computerized control boards; jets; fountain or waterfall pumps; covers and related equipment; structural defects; solar-related equipment; skimmers.

SALTWATER SWIMMING POOL EQUIPMENT: CIRCUIT BOARD; SALT CELL; FLOW SENSOR FOR THE SALTWATER CHLORINATOR. Also includes the Swimming Pool/Spa Equipment Option. The access, diagnosis, repair or replacement of the circuit board, salt cell, and flow sensor for the salt water chlorinator is limited to \$2,000 in the aggregate.

WASHER AND DRYER: Electrical or mechanical malfunction of standard or stackable units. **Not Covered:** Cosmetic problems, such as chipping, dents or scratches; plastic mini-tubs; soap dispensers; "all-in-one" wash/dry units; steam units; filter and lint screens; venting; damage to laundry.

REFRIGERATOR (Located in the kitchen): Electrical or mechanical malfunction including icemakers and dispensers. **Note:** Coverage for diagnosis, access, repair or replacement of kitchen refrigerators is limited to \$5,000 in the aggregate. **Not Covered:** Insulation; racks; shelves; handles; lights; interior thermal shells; filters; food spoilage; stand alone freezers; refrigerator/stove combination units; multi-media center; refrigerators located outside the kitchen.

ADDITIONAL REFRIGERATION (May only be selected with Kitchen Refrigerator Option):

Provides coverage for up to four additional refrigeration units, such as: refrigerator, wet bar refrigerator, wine refrigerator, freestanding freezer and freestanding ice maker. Freestanding ice maker includes coverage for ice maker, ice crusher, beverage dispenser and respective equipment. All components that affect the cooling operation of the unit including the compressor, thermostat, condenser coil, evaporator and defrost system. **Note:** Coverage is limited to \$500 in the aggregate. If parts are not available, our obligation is limited to cash in lieu of repair. **Not Covered:** Ice maker; ice crusher; beverage dispenser and their respective equipment; filter; interior thermal shell; food spoilage; insulation; multi-media centers; wine vaults; cost of recapture or disposal of refrigerant; refrigerator/oven combination units; removable components which do not affect the primary function.

ROOF COVERAGE: Leaks resulting from rainwater penetrating the roof due to normal wear and deterioration of the building materials covering the roof. **Note:** Costs of diagnosis, repairs, parts and materials will be limited to \$1,000 in the aggregate. If replacement of the existing roof is necessary, in whole or in part, BPG's liability is limited to cash in lieu of the estimated cost of repair of the leaking area only, as if the repair of that area was possible. Service delays frequently occur during periods of rain and storms. While we make every effort to expedite service, no guarantees can be made. Under no circumstances is BPG liable for consequential damages caused by leaks. **Not Covered:** Leaks that occur in a deck or balcony when said deck or balcony serves as the roof of the structure below; leaks in patios, porches or detached garages; leaks that result from or that are caused by roof mounted installations; skylights; unworkmanlike construction or repairs; missing or broken roofing materials; leaks caused by ice, hail, sleet, snow, earthquake, rot or improper design; persons walking or standing on the roof; failure to perform normal maintenance to roof and gutters; acts of God.

WATER SOFTENER: Electrical or mechanical malfunction. Coverage is limited to \$500 in the aggregate. **Not Covered:** Leased or rented units; repairs or replacement of water softener necessitated by mineral beds or deposits; cleaning.

EXTENDED PIPE LEAK: Concrete encased and/or underground pipe leaks located outside the foundation of the covered structure, including waste, gas, and drain lines that service the main home or other home warranty covered structure only. The leak must be a result of normal wear and tear. BPG will pay up to \$1,000 in the aggregate for diagnosis, repair or replacement. **Not Covered:** Faucets; hose bibs; gate valves; consequential damage; solar or irrigation systems; above or below ground pool piping; landscape or downspout drain lines.

WELL PUMP SYSTEM COVERAGE: Well pump system that is the primary source of domestic water to the home and is used for domestic purpose only: PRESSURE, HOLDING AND STORAGE TANKS; ABOVE GROUND PIPING AND ELECTRICAL LINES BETWEEN THE TANK AND THE MAIN DWELLING; DROP PIPE AND CABLE IN THE WELL; WELL PUMP (Maximum 2 HP). **Note:** Costs of repair and/or replacement of items other than the well pump, such as, but not limited to, plumbing pipes, booster pump, tanks, electrical lines, and labor to remove and/or replace well pump are limited to \$500 in the aggregate. **Not Covered:** Well casings; windmills; failures caused by lack of water; water quality; systems used partly or wholly for irrigation or agricultural purposes; re-drilling of wells.

SEPTIC TANK PUMPING: In the event a drain stoppage is due to septic tank backup, BPG will pay up to \$500 in the aggregate for pumping. **Not Covered:** The cost of locating, gaining access to the septic tank; chemical treatments; leach lines; septic system pumps; cesspool.

SEPTIC SYSTEM/SEWAGE EJECTOR PUMP: AEROBIC PUMP; SEWAGE EJECTOR PUMP; JET PUMP; SEPTIC TANK AND LINE FROM HOUSE. **Note:** Coverage for the system, including pumps, septic tank and/or line is limited to \$500 in the aggregate. **Not Covered:** Tile fields and leach beds; leach lines; lateral lines; insufficient capacity; cost to install or locate the clean out; pumping.

RED TAG OPTION: If at the time of transfer of ownership a public utility company red tags a covered system or appliance — declaring it unsafe to operate and declining to activate it — BPG will repair or replace said system or appliance. **Not Covered:** Public utility red tag issued prior to the effective date of this contract. Exempted properties under the TDS-14, unless utilities are on at transfer of title.

RENEWAL RATE GUARANTEE: Purchase of this option freezes the premium and Trade Call Fee (deductible) allowing you the option of extending your Plan coverage with no price increases. Should you choose to renew your coverage, your renewal premium and trade call fee will remain the same amount as the price paid for this contract (plus the cost of any options which are priced separately). It is BPG's policy to allow coverage changes (add or delete optional coverage) at the time of renewal. **Note:** This option is limited to the first renewal period immediately following the expiration of this contract.

HOW TO OBTAIN SERVICE

YOU MUST FIRST CONTACT BPG FOR SERVICE. WE DO NOT REIMBURSE OR PAY FOR REPAIRS MADE WITHOUT PRIOR APPROVAL. All calls to BPG may be monitored or recorded for quality assurance purposes.

1. Before requesting service, SHUT OFF the system or appliance to prevent further damage.
2. MAKE SURE THE PROBLEM IS COVERED. Contract coverage extends to unknown pre-existing conditions, for buyers only, to covered items that were not discovered until after the effective date of this contract and provided the defect or malfunction would not have been apparent by visual inspection or simple mechanical test prior to effective date.
3. For the most efficient way to obtain service, visit mywarranty.bpgwi.com. You may also call **800-521-2492**. BPG accepts service requests 24 hours a day, 365 days a year. BPG will dispatch a contractor or technician who may call you within 24 hours to schedule an appointment during normal working hours. If you experience difficulties with the technician, contact BPG. If it is necessary to hire a technician who charges travel time, BPG will pay up to a maximum of \$75 for travel time. Travel time charges in excess of \$75 will be paid by the contract holder.

On weekends and holidays, the contractor may contact you within 48 hours. BPG will consider a request for service to be an emergency ONLY, if in the opinion of BPG, the malfunction renders the house uninhabitable. Under no circumstance will appliance failure be considered an emergency. In the event BPG determines that a malfunction has created an emergency, a reasonable effort will be made to provide expedited services. If you request BPG to perform non-emergency service outside of normal business hours, you will be responsible for payment of additional fees, including overtime.

TRADE CALL FEE AND OTHER SERVICE INFORMATION

For each service call placed, you will be responsible to pay the trade call fee to the contractor at the time of the first visit. The trade call fee is due for each call dispatched. Failure to pay the trade call fee will result in suspension of coverage until such time as the proper fee is paid. Upon receipt of that payment, coverage will be reinstated for the remainder of the contract term, but the contract period will not be extended. To apply for reimbursement under the Trade Call Fee Guarantee for non-covered claims, please contact our office at **800-521-2492**.

We reserve the right to provide cash-in-lieu of repair or replacement of covered items. In all cases, cash-in-lieu payments will be limited to the amount of our actual cost (which is less than retail) to repair or replace the covered item. In some circumstances, BPG may permit you or request that you obtain a licensed and insured technician. BPG will pay only its usual and customary repair cost for covered repairs, and will pay for service **if the following conditions are met:**

1. You must first call BPG to report the malfunction and obtain a work order number;
2. Prior to work commencement, your technician must call BPG with an estimate and obtain a payment authorization number (BPG reserves the right to obtain other opinions); and
3. After completion of work, mail or fax invoice to BPG. Invoice must include work order and authorization numbers to be paid. The trade call fee will be deducted from the total.

PLAN EFFECTIVE DATES

The effective and expiration dates are listed on the Declaration of Coverage accompanying this contract. Buyer's coverage will begin at close of sale, and continue for one year, provided the plan fee is received by BPG within 14 days; if the plan fee is not received by BPG within that period, the effective date will be the date the plan fee is received. Contracts or requests for additional coverage received more than 30 days after close of sale may be subject to awaiting period and must be accompanied by a current inspection report or contractor certification showing items to be covered are operating properly.

New Construction Plan begins at closing and continues for five years from that date, provided the New Construction Plan fees are received by BPG within 14 days from the close of sale. All covered items must be in good working condition at the time coverage begins. Revenue will be recognized by BPG at the rate of 20% of the total premium per annum.

Optional Seller's Coverage, when selected, begins upon acceptance by BPG and continues for 180 days, close of sale, or listing termination (whichever occurs first). Seller's Coverage for Air Conditioning is only available with the Preferred Plan which must be paid at closing. During the Seller's Coverage period, Coverage for the HVAC system is limited to \$1,500 in the aggregate. All other terms and conditions of the contract still apply. Seller's Coverage is not available on multi-units, homes over 5,000 square feet, or for sale by owner transactions. Seller's Coverage period may be extended at the sole discretion of BPG. Known or unknown preexisting conditions are not covered during the Seller's Coverage period.

TERMS AND CONDITIONS

- 1. ACCESS:** It is the homeowner's responsibility to provide access to the covered item. If it becomes necessary to gain access to a malfunctioning system or appliance by opening a wall, ceiling or concrete floor, BPG will restore the opening to a rough finish only. If a malfunctioning system or part thereof is encased in or covered by cement, and is within the perimeter of the main foundation of the home or garage, the liability of BPG for the repair or replacement of said system is limited to \$1,000 per contract (includes cost of leak detection).
- 2. REPAIR OR REPLACEMENT:** BPG will determine if a covered component should be repaired or replaced. Systems and appliances that are determined to be undersized or overloaded are not covered. Replacement and repair parts for covered items will be similar in major features (features that affect the operation of the system or appliance), efficiency, and capacity. BPG is not responsible for matching color/appearance (including stainless steel), brand, or dimensions. BPG reserves the right to find, have made, or have rebuilt hard-to-locate parts or components. **Note:** For high-end, professional grade, or custom appliances, or appliances with non-standard dimensions, please consider our PROFESSIONAL GRADE KITCHEN Option which may provide additional coverage.
- 3. MODIFICATIONS/DISPOSAL COSTS:** BPG is not responsible for modifications to pipe runs, flues, ducts, electrical or plumbing systems, closets or any other structural modifications and similar conditions needed for access, repairs, or installation of a covered system. BPG is not responsible for any costs to dispose of equipment.
- 4. OTHER OPINIONS:** BPG reserves the right to obtain other opinions at its own expense. The contract holder may obtain other opinions regarding repair/replacement at their own expense. If BPG decides to obtain other opinions that decision will not result in additional trade call fees to the contract holder.
- 5. BUILDING CODE OR GOVERNMENT REGULATION:** If building codes or government regulations prevent BPG from repairing or replacing a system or appliance with similar capacity, or design, BPG's liability is limited to the amount that it would have cost to repair or replace the system or appliance in the absence of such code or regulation. The contract holder is responsible for obtaining all permits, correcting any existing code violations, hazardous material removal/recapture and for any changes required by law.
- 6. CONSEQUENTIAL DAMAGES:** This contract does not provide coverage for damage caused to the home or its content by malfunctioning systems or appliances.
- 7. DELAYS/MANUFACTURER'S DEFECT:** BPG is not responsible for delays due to labor difficulties, weather, delivery problems, availability of parts, or other events beyond its control. BPG is not responsible for repairs caused by a manufacturer's defect, recall, defective parts/materials, or for failures covered under any existing warranty.
- 8. ELIGIBLE PROPERTIES:** This contract covers a single family dwelling, less than 5,000 square feet, used only for residential non-commercial purposes. Homes over 5,000 square feet, multiple units, guest houses, and other structures are covered only if the appropriate additional fees are paid. Shared systems are not covered unless all units are covered by the same contract.
- 9. RENEWAL/TRANSFER:** Contract may be renewed at BPG's discretion as a RENEWAL CONTRACT with different coverage and terms. In that event, contract holder will receive a copy of the RENEWAL CONTRACT and will be notified of the prevailing premium, coverage, and terms. This contract may be transferred if the property is sold during the term of this contract; original contract holder must notify BPG of the change in ownership in writing within 30 days of the transfer.
- 10. REMODELING/ROUTINE MAINTENANCE, ETC.:** Damage to a covered system or appliance caused by remodeling activity or construction is not covered. Routine cleaning, maintenance, improper installation or design, or previous repairs and/or missing parts, will not be covered. For continued coverage, the contract holder is responsible for providing regular maintenance of covered items as specified by the manufacturer.
- 11. ACTS OF GOD, ETC.:** This contract does not cover damage to covered systems and appliances resulting from acts of God, mold, storms, lightning, mud, earthquake, soil movement, nuclear incidents, war, riot, flood, hail, ice, snow, accidents, misuse, neglect, animals or pests, freeze damage, odors, noises, abnormal wear and tear, power failure or shortage, surge or overload, attempted or improper previous repairs, improper design or installation.
- 12. CANCELLATION:** The contract holder may cancel the contract within the first thirty (30) days of coverage for a full refund providing no service claim has been made. This plan is non-cancellable, except for non-payment of contract or trade call fees, for fraud or misrepresentation concerning any material fact pertaining to the coverage provided in this contract, or upon mutual agreement between the contract holder and BPG. If a request to cancel this contract is made after the first thirty (30) days of coverage, the provider of funds shall be entitled to a pro-rata refund of the paid contract fee for the unexpired term less service costs plus a \$25 administrative charge. All requests for cancellation must be submitted to BPG in writing.

ARBITRATION: All disputes or claims between the parties arising out of the agreement or the parties' relationship shall be settled by final and binding arbitration held in the county of the covered property address; however if the claim is \$10,000 or less, either party may bring an action in small claims court if the forum has such a procedure and if the amount is within the court's jurisdictional limits. By entering into this Agreement the parties acknowledge that they are giving up the right to a jury trial, and the right to participate in any class action, private attorney general action, or other representative or consolidated action, including any class arbitration or consolidated arbitration proceeding. The arbitration shall be conducted by the American Arbitration Association pursuant to its rules for consumer disputes, or any other mutually agreeable arbitration service and procedures. The Company agrees to reimburse the customer for filing fees, unless the arbitrator determines that the claim is frivolous. For claims of \$10,000 or less, the customer has the exclusive right to choose whether the arbitrator will conduct an in-person hearing, a telephonic hearing, or a "desk" arbitration wherein the arbitration is conducted solely on the bases of documents submitted to the arbitrator. The parties expressly agree that this Agreement and this arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

Homeowner AdvantagesSM



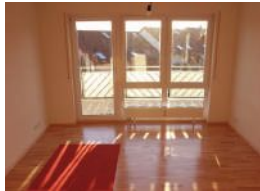
Trade Call Fee Guarantee - It's the most customer friendly guarantee in the business because you'll never be stuck with a service fee unless we actually perform or pay for the repair — a concept our competitors don't understand.



Renewal Rate Guarantee Option - Guarantees there will be no price or deductible increases when it comes time to renew your warranty contract. Plus, you can customize your coverage at renewal by adding or deleting options – assuring you have the coverage that's right for you.



Professional Grade Kitchen - When a property has high-end appliances, our Professional Grade Option may provide up to TWO times the normal coverage offered by most warranty companies. Plus, we'll provide a Concierge Representative that is trained in the sourcing, purchasing, and installation of high-end appliances – all of which saves time, money and headaches.



Investor Program - Keeping track of multiple properties can be challenging, but our no-charge Investor Option will let you breathe easier and let you focus on keeping your properties leased. Benefits include Concierge Service, consolidated activity reports, volume discounts on renewals, and special Tenant Property Inspections.



Claims Tracking at its Finest - When you have a warranty claim, rest assured that our new electronic tracking system will help keep you informed every step of the way — from making the initial claim through resolution. Plus, easy escalation should something go wrong. Fast and convenient service. Visit mywarranty.bpgwi.com



Extended Advice - Another industry exclusive; complimentary help managing your home plus direct access to our home inspection and product experts – even on things not covered by your warranty.

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