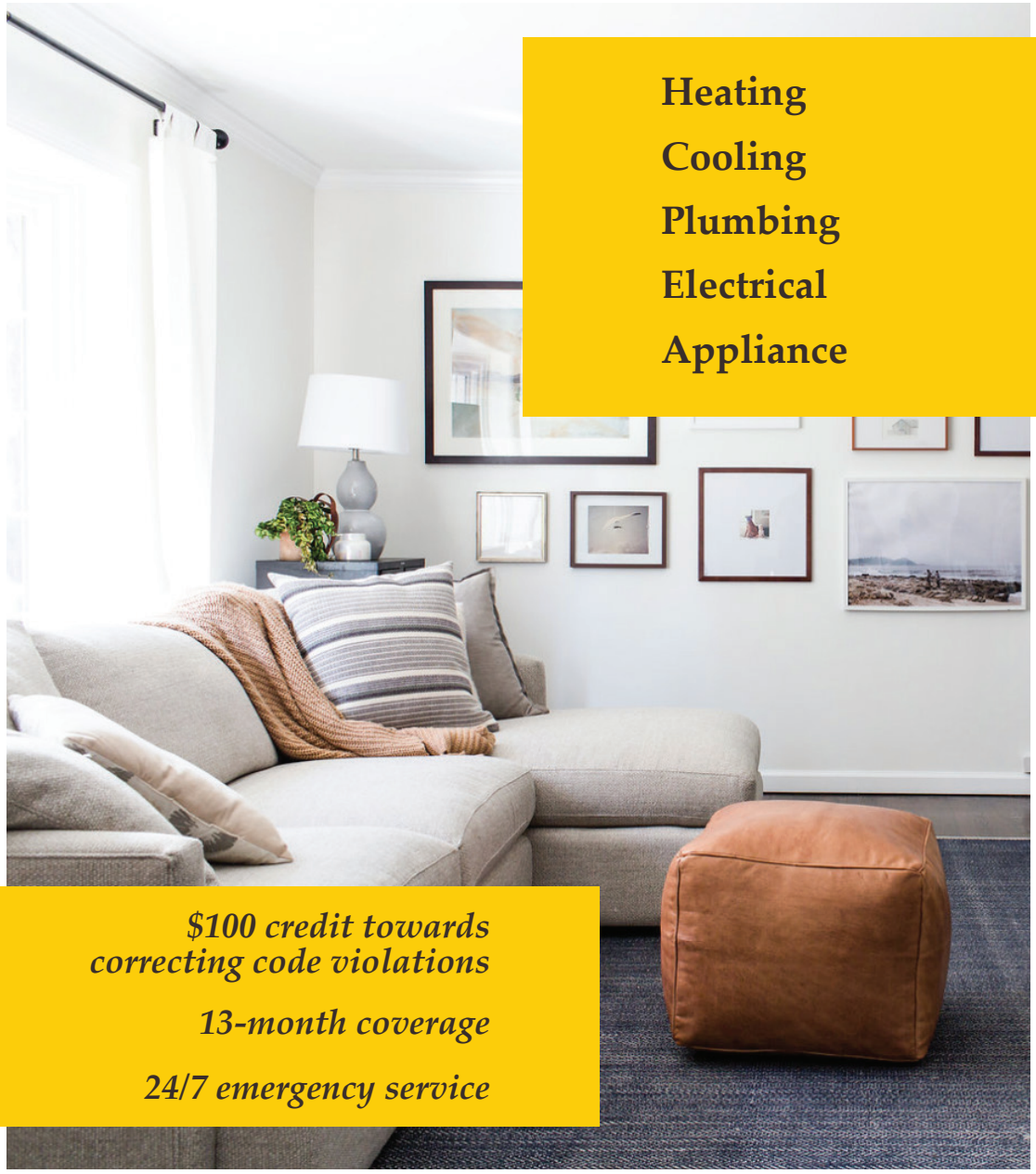
ReeceNichols
REAL ESTATE

HOME WARRANTY PLUS

an alliance with A.B. May



Heating
Cooling
Plumbing
Electrical
Appliance

$100 credit towards correcting code violations

13-month coverage

24/7 emergency service

A.B. MAY

Schedule Service:
913.383.2222

Home Warranty Specialist:
816.763.3330

hwplusRN.abmay.com

WELCOME TO YOUR NEW HOME!

Adding a home warranty to your purchase is a great decision that can save you time, stress, and money as a new homeowner. Take a few minutes to understand all an A.B. May Home Warranty Plus has to offer.

We know things tend to break at the worst times. Whenever a problem pops up, you can feel confident because you already have a plan for how to get things working again. Just call A.B. May. We understand the challenges homeowners face, and we work hard to make it easy for you do business with us.

YOUR A.B. MAY HOME WARRANTY PLUS

Your home systems work hard every day, and we are here to keep them running. Home Warranty Plus covers parts and labor for hundreds of household repairs due to normal wear and tear. If we can't fix it, we'll replace it for you with a standard, builder-grade product or offer you a check. You can count on consistent service from start to finish with A.B. May.

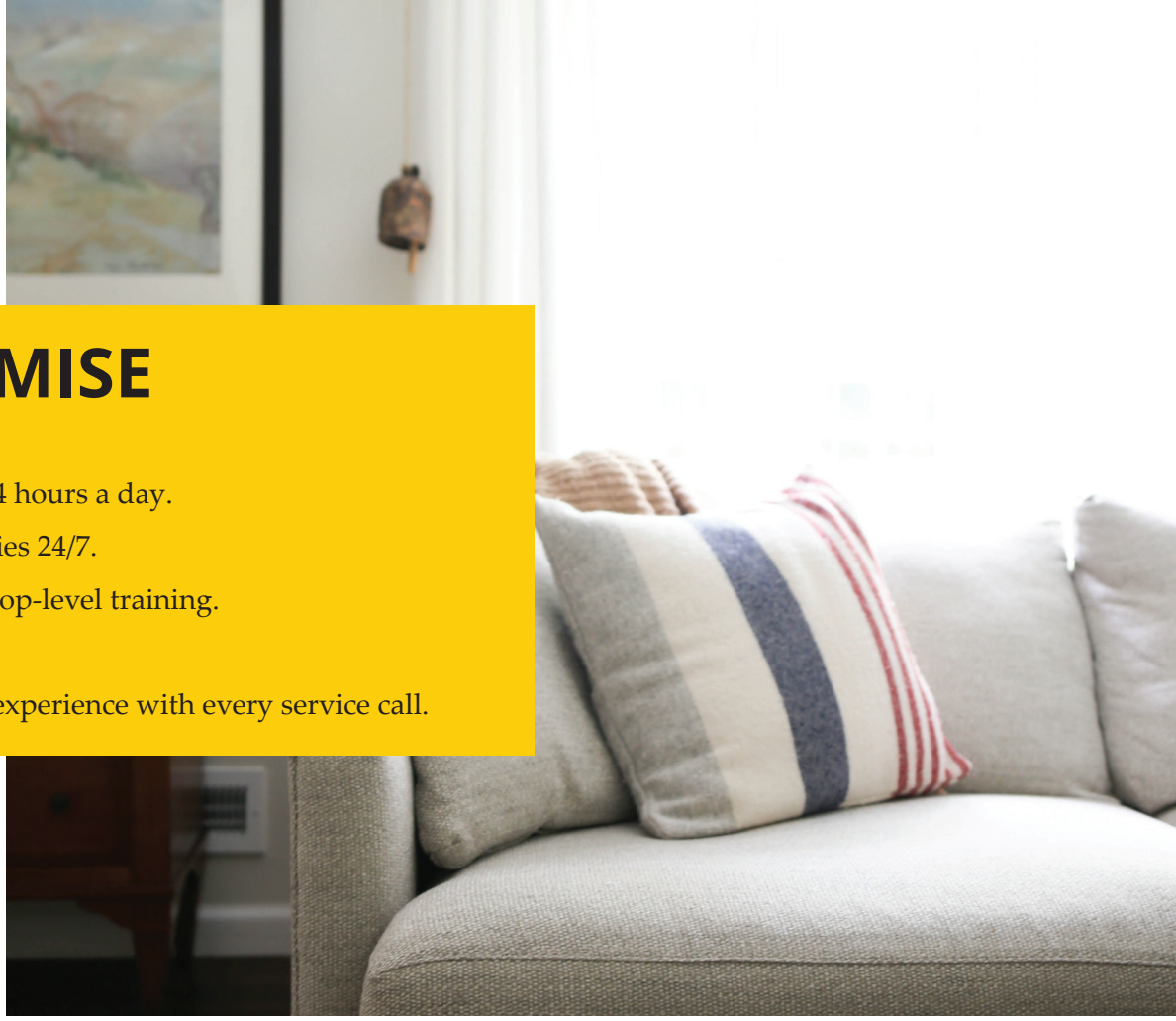
Home warranties can be complicated to understand, so take the time to read this carefully. If you have questions, please give our home warranty specialists a call at 816.763.3330

SCHEDULE SERVICE AT 913.383.2222

UNDERSTAND THE PROBLEM AND YOUR OPTIONS

CHOOSE A REPAIR SOLUTION

EXPERIENCE A JOB WELL DONE



OUR PROMISE

We respect your home.

We answer our phones 24 hours a day.

We respond to emergencies 24/7.

We give our technicians top-level training.

We stand by our work.

We provide a consistent experience with every service call.

In the last year, A.B. May has tackled more than 50,000 covered repairs for things like:

- Dripping faucets
- Running toilets
- Broken air conditioners
- Slow drains
- Failed sump pumps
- Bad blower motors
- Faulty water heaters
- Clogged garbage disposals
- Dishwashers that don't drain
- Backed up sewers
- Faulty outlets
- Non-working thermostats
- Leaking showerheads
- Inoperable ceiling fans

> **"A.B. May continues to be my "go to" company when I need help around the house. They are responsive and knowledgeable. I really like having one company that can handle most of my homeowner service needs."**
> *Linda, Google Reviews*

MORE THAN

96.6%

OF OUR CUSTOMERS RECOMMEND A.B. MAY*

"We purchased a new home last fall that came with the A.B. May Home Warranty. When our A/C started to fail, we called A.B. May and have been very impressed with their service... I would highly recommend A.B. May and will use them going forward for all of our HVAC needs."
Tracey, Google Reviews

"This company has never let us down. Their employees are on time, knowledgeable, and take time to explain everything."
John, Better Business Bureau

"Excellent service, professionalism and expertise. I would definitely use A.B. May again."
Susan, Better Business Bureau

**52,963 customer surveys, 2016-2018.*

4.8 ★★★★★
1,400+ Reviews

BBB ACCREDITED BUSINESS
BBB Rating: A+
★★★★★
700+ Reviews

YOUR HOME WARRANTY PLUS INCLUDES...

- **24-Hour Emergency Response***
- **15% discount on non-covered services**
- **Heating and Cooling**
- **Discount on heating and cooling maintenance**
- **Electrical**
- **Plumbing**
- **Appliance****
- **Sewer and Drain Cleaning**
- **13 Months of Coverage**

*See p. 14

**Available with Home Warranty Plus Gold Plans*

BUYER

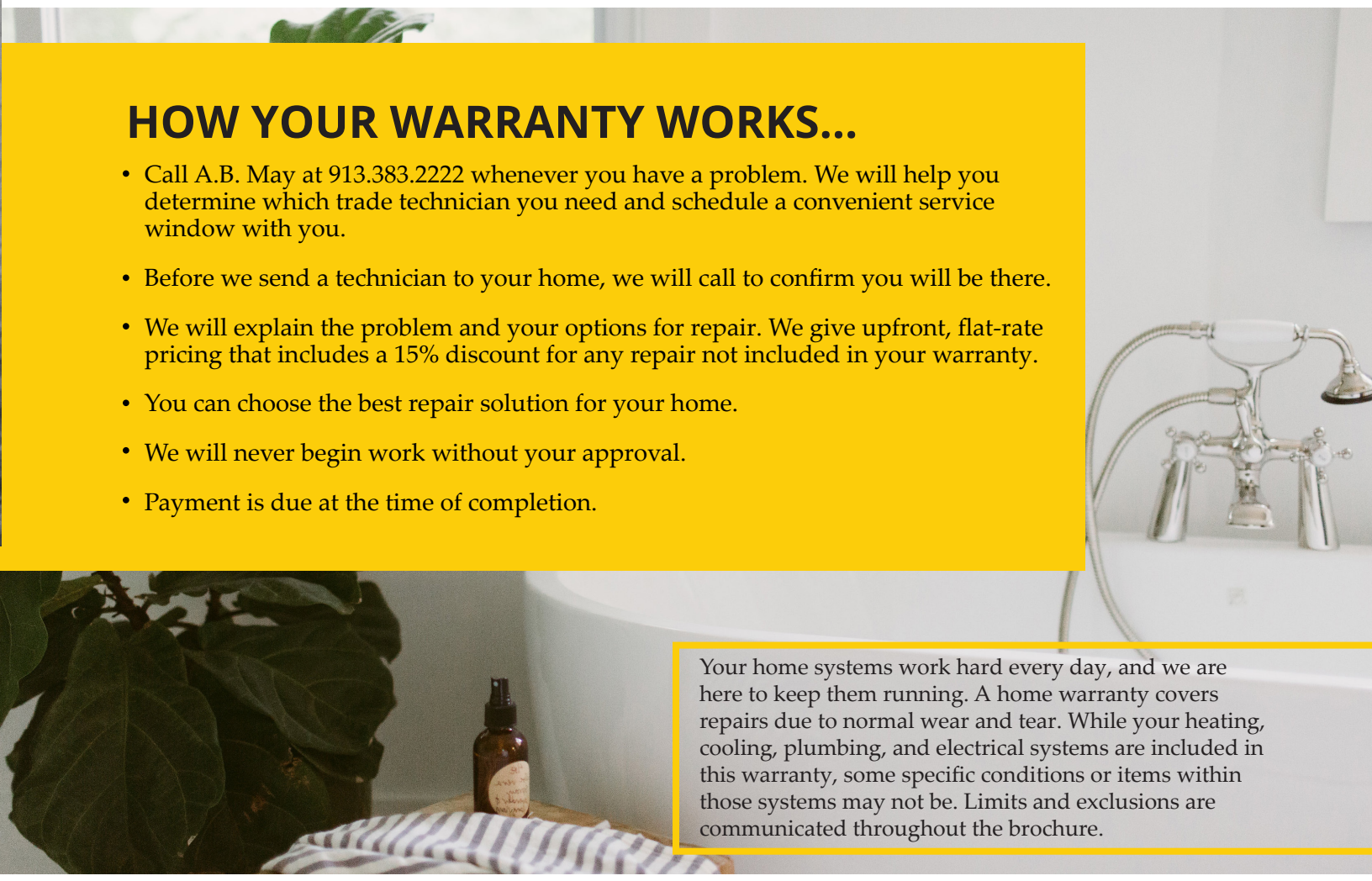
- $75 or $100 service fee per trade service call *(depending on your Home Warranty Plus plan)*
- Plans start at $384
- Up to $2000 of covered repairs per trade service call
- One-time, $100 credit towards correcting code violations

SELLER *(free during the listing period)*

- $95 service fee per trade service call
- Up to $500 of covered repairs per trade service call during the listing period
- No waiting period - coverage begins immediately after registration
- No additional coverage options available

HOW YOUR WARRANTY WORKS...

- Call A.B. May at 913.383.2222 whenever you have a problem. We will help you determine which trade technician you need and schedule a convenient service window with you.
- Before we send a technician to your home, we will call to confirm you will be there.
- We will explain the problem and your options for repair. We give upfront, flat-rate pricing that includes a 15% discount for any repair not included in your warranty.
- You can choose the best repair solution for your home.
- We will never begin work without your approval.
- Payment is due at the time of completion.



Your home systems work hard every day, and we are here to keep them running. A home warranty covers repairs due to normal wear and tear. While your heating, cooling, plumbing, and electrical systems are included in this warranty, some specific conditions or items within those systems may not be. Limits and exclusions are communicated throughout the brochure.

This warranty is designed to complement your homeowners insurance.

HEATING AND COOLING REPAIRS

Home Warranty Plus Silver & Gold Plans

Includes up to two heating and cooling systems

- **Heating repairs** (furnaces, gas and electric forced air, floor furnaces, heat pumps, and PTAC units)
- **Cooling repairs** (air conditioners, heat pumps, air handlers, mini-splits, geothermals, and PTAC units)
- **No age or size limitations for initial home warranty term** After the initial warranty term, compressors, coils, and heat exchangers are excluded on heating and cooling systems 15 years or older and out of warranty.
- **Refrigerant***
- **Thermostats**
- **Humidifiers** (excludes steam)
- **Diagnostic testing**
- **Refrigerant leak tests**

*Due to the EPA phaseout of R-22 refrigerant, this warranty includes a $250 maximum in 2019 and no coverage in 2020 and beyond.

ADDITIONAL COVERAGE REQUIRED *(See p.13)*

- **Additional Heating and Cooling Systems** (Two systems in the home are included.)
- **Boiler** (*Boilers often take more time to service.)*
  - *Includes*: thermostats, flue dampers, transformer pilots, thermocouples, pilot safeties, sight glasses, gas valves, electronic ignitors
  - *Excludes:* piping, radiators, couplers, pumps, gauges, expansion tanks, bleeder valves, pressure relief valves

OPTIONAL COVERAGE *(See p.13)*

Zone controls, electronic air cleaners, ultraviolet germicidal lights (includes 1 bulb per year)

PARTS UNAVAILABLE

We will offer credit (based on our repair costs) in lieu of repair if the parts are unavailable through our standard purchasing channels.

Not Included: excluded items*, code violations, cost to access, use of crane/lifting equipment, missing parts, incorrect installations, improperly-sized systems, duct cleaning, water damage caused by part failures, damage caused by condensation or condensate drain line leaks, boiler leaks, secondary drain pans, evaporator coil cleaning and blower wheel cleaning, pumps and pump components for geothermal and/or water source heat pumps, chillers, gravity furnaces, heating/water heater combo units, steam humidifiers

We Do Not Service: alternative refrigerant use, well pumps, fuel storage tanks, insulation, cosmetic defects, rust or corrosion, asbestos, silica, bacteria growth, lead, outside or underground piping and components for geothermal and/or water source heat pumps, fireplace, window units, gas air conditioners, wall mounted heaters, room heaters, oil heating unit, wood heating units, portable units, and pellet, cable heat, or under-floor radiant heat systems

** See general exclusions on p. 11.*

ELECTRICAL

Home Warranty Plus Silver & Gold Plans

Coverage provided to the following electrical components that are attached to the main house structure (inside or out) and are up to code:

- **Electrical panels and subpanels**
- **Electrical wiring**
- **Circuit breakers**
- **Electrical outlets**
- **GFCI outlets**
- **Switches**
- **Ceiling fans**
- **Hardwired doorbells**
- **Central vacuums** (motor only)
- **Junction boxes**
- **Whole house fans**

Not Included - Conditions: excluded items*, items damaged by abuse, neglect, or improper use; hazardous/toxic materials, inadequate wiring capacity, branch circuit aluminum wiring, fuse panels, electrical service upgrades, missing parts, power surges, overloads, water damage/ corrosion, low voltage relay systems, knob-and-tube wiring, additional charge for access over 15 feet, ground settling, code violations

Not Included - Items: generators, light bulbs, batteries, light fixtures, exhaust fans, radon remediation, ballasts, smoke detectors & fire alarms, powered attic ventilaters, detached garages or other structures on the property, timers, expansion sleeves, under-floor radiant heat systems, electrical components on detached structures

We Do Not Service: WiFi/connectivity, security alarms, intercom systems, audio systems, remote controls, garage doors and openers, battery-operated doorbells

* *See general exclusions on p. 11.*

We comply with the National Electrical Code *(NEC)* **for minimum safety standards on electrical wiring and equipment.** *Your city may require additional standards.*

PLUMBING

Home Warranty Plus Silver & Gold Plans

DRAINS

- **Drain stoppages, leaks, or breaks** within the foundation walls
- **Sewer line stoppages** will be augered to the property line or up to 100 feet outside foundation wall, whichever is shorter.

Not Included: code violations, exterior drains, gutters, foundation drains, cracked or broken lines outside the home foundation walls, cost to access, smoke tests

WATER HEATER

- **First water heater system** (*Additional water heaters* **require** *add-on coverage. Optional coverage is available for tankless or power vent water heaters.)*
- **Residential standard electric or gas tank systems**
- **If we can't repair your water heater, we will replace it with a standard 40,000 BTU, up to 50-gallon tank, 6-year warranty unit.**

Not Included: code violations, water heater maintenance, holding or storage tanks, solar water heater components, thermostatic mixing valves, heating/water heater combination units, recirculation lines or pumps

LAUNDRY BOX

PRESSURE REGULATOR *(if present)*

TUB AND SHOWER

- **Valves**
- **Tub spouts**
- **Showerheads**
- **Built-in whirlpool motors and pump assemblies only**
- **Drains**
- **Diverters**

Not Included: code violations, cracked or broken tubs or showers, shower enclosures, base pans, hand-held showerheads

FAUCETS

- **All faucets**
- **Instant hot faucets**
- **Water purifier faucets**
- **Over-the-stove pot fillers** (repair only)
- **Hose bibbs**
- **If we can't repair your faucet, we will replace it with a standard, builder-grade faucet.**

TOILETS

- **Stoppages** (no 30-day warranty)
- **Toilet seats**
- **If a toilet is non-repairable due to unavailable parts or age, we will replace it with a standard, builder-grade model.**

Not Included: code violations, damaged or cracked porcelain, macerating toilets, bidets, stoppages caused by objects other than natural waste and toilet paper

SUMP PUMP

- **Properly installed pumps and piping**

Not Included: code violations, buried lines, batteries, anything more than 2 feet outside the foundation, improperly installed pumps and piping

PIPES

- **Properly installed interior water and drain pipes**
- **Water service lines** (to the property line). *Available only through initial home warranty term.*
- **Grey poly tubing** (restricted to $500 coverage)

Not Included: code violations, poor water pressure or rust in water with original galvanized piping, frozen pipes, pipes damaged from freezing temperatures and subsequent leaks, or damage on systems not up to code, improperly installed pipes, curb stops, removing and replacing water service meter

GARBAGE DISPOSAL *(FIRST SYSTEM)*

- **Stoppages**
- **If we are unable to repair it, we will replace it with a standard builder-grade model.**

Not Included: For hardwired disposals, a new dedicated outlet is recommended but not included

GAS LINES

- **Repairs inside foundation walls up to the gas shut off valve on the fireplace**

Not Included: code violations, exterior gas lines, fireplace systems, pressure tests

ADDITIONAL COVERAGE REQUIRED *(See p.13)*

- **Additional water heaters**

OPTIONAL COVERAGE *(See p.13)*

(EXCLUDES MAINTENANCE AND BATTERIES)

- **Water softeners**
- **Tankless or power vent water heaters**
- **Sewage ejectors**
- **Back up sump pumps** (excludes batteries)
- **Septic tank inlet/outlet tees and pumping** (once per year as necessary). Excludes distributing boxes, access, drain field lines, and pumps within the tank.
- **Swimming pools/spas/hot tubs** (pumps and motors only) Excludes heaters, structural defects, liners, lighting systems, cleaning equipment, removable items, underground electrical, plumbing, and gas lines

Additional Plumbing Not Included: excluded items*, code violations, cost to locate, access (including removal of toilet), install (including removal of concrete), or bring to code; permanently installed fixtures including but not limited to cracked or broken ceramic, porcelain, fiberglass, simulated marble, granite, tubs, sinks, tile walls, floors, subflooring; code violations, improper installation, missing parts (including missing items or equipment), water pressure, water quality, water color, purity, rust, mineral deposits, yard hydrants, damage caused by sewer backup, mold, fungus, chemicals, noises or odors, contractor/customer damage, water recirculating systems, water purification systems, systems that are not up to code

We Do Not Service: lift stations, sprinkler systems, caulking/grouting, fire suppression systems

* *See general exclusions on p. 11.*

If an included item is unrepairable, we will replace it with a standard, builder-grade model that comes with a one-year warranty. Upgrades are available at your cost. If a builder-grade unit is unavailable, an automatic upgrade will apply. We cannot guarantee matching finish or brand.

If water pressure reading exceeds 80 psi, we will make any agreed-upon repairs without a 30-day warranty. A pressure reducing valve is recommended but not included in your warranty.

APPLIANCE

Home Warranty Plus Gold Plan ONLY

Repairs to the following appliances are covered (one of each in the main kitchen):

- **Dishwashers**
- **Ranges and range hoods or downdraft**
- **Microwave ovens (built-in only)**
  - Timers and clocks on built-in microwaves, ovens, and ranges are included in the warranty.
- **Cooktops, ovens, and warming drawers**
- **Trash compactors**

OPTIONAL REPAIR COVERAGE *(See p.13)*

FOR THE FOLLOWING APPLIANCES:

- Washing machines
- Clothes dryers
- Refrigerators
- Freestanding freezers
- Freestanding appliance package: includes (1 each) washer, dryer, refrigerator
- 2nd kitchen package: includes (1 each) dishwasher, range or oven/cooktop, built-in microwave
- Add-on additional appliances on p. 13

PARTS UNAVAILABLE

We will offer a check* or credit in lieu of repair if the parts are unavailable through our standard purchasing channels. The check/credit amount will be based on our repair costs.

PAYMENT OPTION*

Sometimes it doesn't make sense to repair an appliance that's close to the end of its useful life. Instead of completing the repair, you can request a check based on the cost of the part. This payment option is also offered if the model or serial number cannot be read.

**On Seller Warranties, a check will be offered on proof of appliance purchase.*

If an appliance is condemned (unrepairable after three or more attempts or at our discretion), we will issue a check* or credit in the amount of a standard, builder-grade make and model.

A combination appliance will not be condemned if the failure of one component does not affect the operation of the remaining appliances within the unit.

Once a check is issued, that specific appliance (or appliance function when applicable) is no longer covered.

Not Included: excluded items**, items damaged by negligence, abuse, or improper use, appliance failures from rust, corrosion, or mineral build up, cosmetic defects, missing or removable parts including detachable accessories to any covered item, trays, rollers, racks, shelves, drawers, lights (including sockets), switches if it doesn't affect functionality of unit, trim kits, vents, filters, flues, lock and key assemblies, computerized or internet-related features, wine chillers, freestanding ice makers, installation fees

*** See general exclusions on p. 11.*

GENERAL EXCLUSIONS

include but are not limited to...

- We are not responsible for any covered item or component not operating normally on the first day of the term of this warranty, code violations, or design limitations. We will upgrade to code at your expense when completing an authorized repair.

- This warranty does not cover:
  - The expense to gain access or the expense to repair the damage necessary in order to gain access such as but not limited to landscaping, paving, concrete, sheetrock, paint, wallpaper, flooring, carpet, ceramic tile, bathtubs, or shower enclosures.
  - The cost of acquiring necessary work permits.
  - The cost to install customer-supplied fixtures.

- We are not responsible for concealed/camouflaged damage, contractor or customer damage, improper installation, over/undersized or mismatched equipment, and damage due to abuse, misuse, or neglect (including coil and blower cleaning).

- This warranty does not include cosmetic defects, missing parts, detachable accessories, batteries, light bulbs, grout, caulking, cracked or broken tubs, toilets, showers, sinks, tile, floors, subflooring, or light fixtures.

- This warranty does not include damage to any item as a result of fire, smoke, water, weather events, earthquakes, ground settling, theft, war, vandalism, riots, hazardous materials, rust, corrosion, power surges, power failures, acts of God, or pest/pet damage.

- We are not liable for property damage or personal injury that results either from the failure of any component, system, or appliance or from our delay or failure to provide service due to conditions beyond our control such as unavailability of materials or labor difficulties.

- We are not responsible for foundation and building structure repairs, wells, and cisterns.

- We are not responsible for odors, noises, inadequate airflow, mold, fungus, chemicals, asbestos, silica, lead, or the treatment for wood infestation or other insects.

- Repair of damage resulting from alterations or additions made to the property is not included in this warranty.

- This warranty does not include computerized, WiFi, or internet-related features.

LIMITATIONS

of coverage and damages

- This warranty applies only to single-family residences including those within condos, townhouses, duplexes, triplexes, and fourplexes. It does not cover mobile homes. Outbuildings, detached garages, and other structures on the property are not included in this warranty.

- We must be notified during the warranty term in order for an item to be repaired under this warranty.

- We base replacement items and credits on builder-standard grade makes and models. We are not responsible for matching color, finish, or brand.

- We will not be responsible for replacing combination appliances when the failure of one component does not affect the operation of the remaining appliances within the unit.

- We will not reimburse other vendors for service performed without our prior approval.

- Flue inspections will be limited to three feet or the distance from the unit to the first entry point (i.e. wall, ceiling, etc.), whichever is shorter.

HOME WARRANTY PLUS PLAN COMPARISON

	Systems and Appliances	SELLER	BUYER *Silver*		BUYER *Gold*	
	Price	Free	$419	$384	$509	$474
	Service fee	$95	$75	$100	$75	$100
	Discount on non-covered services	15%	15%	15%	15%	15%
	Term of coverage	Listing period *(max 180 days)*	13 months	13 months	13 months	13 months
HEATING AND COOLING	**Heating** (up to 2 systems)	•	•	•	•	•
	Cooling (up to 2 systems)	•	•	•	•	•
	Thermostats	•	•	•	•	•
	Humidifiers	•	•	•	•	•
	Refrigerant	•	•	•	•	•
PLUMBING	**Drain stoppages**	•	•	•	•	•
	Water heater (first system)	•	•	•	•	•
	Laundry box and hose	•	•	•	•	•
	Pressure regulator	•	•	•	•	•
	Faucets	•	•	•	•	•
	Showerheads	•	•	•	•	•
	Whirlpool motors and pump assemblies	•	•	•	•	•
	Toilets	•	•	•	•	•
	Sump pumps	•	•	•	•	•
	Water service lines	•	•	•	•	•
	Pipes	•	•	•	•	•
	Garbage disposal (first system)	•	•	•	•	•
	Gas lines	•	•	•	•	•
ELECTRICAL	**Electrical panels, wiring, breakers, fuses**	•	•	•	•	•
	Electrical outlets, GFI outlets, switches	•	•	•	•	•
	Ceiling fans, whole house fans	•	•	•	•	•
	Hardwired doorbells	•	•	•	•	•
	Central vacuums (motor only)	•	•	•	•	•
APPLIANCE	**Dishwashers**	•			•	•
	Ranges and range hoods or downdraft	•			•	•
	Microwave ovens (built-in only)	•			•	•
	Ovens	•			•	•

Optional additional coverage: zone controls, electronic air cleaners, ultraviolet germicidal lights (includes 1 bulb/year), freestanding appliance package (includes one of each - washer, dryer, refrigerator), second kitchen package (includes one of each - dishwasher, range or cooktop, built-in microwave), add-on appliances (each appliance - washer dryer, refrigerator, range, dishwasher, built-in microwave, disposal, freestanding freezer), septic tanks, sewager ejectors, water softeners, backup sump pumps (excludes batteries), tankless or power vented water heaters, swimming pools (pump and motor only), swimming pools with built-in spas (sharing common equipment - pump and motor only), exterior hot tubs, duplex, triplex, fourplex, single family two-year agreement.

See next page for more information on pricing.

For more information, visit hwplusRN.abmay.com or call 816.763.3330.

CALCULATE YOUR PRICE

Register your A.B. May Home Warranty Plus online at hwplusRN.abmay.com

HOME WARRANTY PLUS PLANS:		
Seller *(appliance included, $95 service fee)*	Free	
Buyer Silver *(appliance not included, $100 service fee)*	$384.00	
Buyer Silver *(appliance not included, $75 service fee)*	$419.00	
Buyer Gold *(appliance included, $100 service fee)*	$474.00	
Buyer Gold *(appliance included, $75 service fee)*	$509.00	
REQUIRED ADDITIONAL COVERAGE:		
Additional heating & cooling system *(after second)*	$104.00	
Additional water heaters *(after first)*	$82.00	
Boiler	$95.00	
OPTIONAL ADDITIONAL COVERAGE:		
Zone controls	$200.00	
Electronic air cleaner	$52.00	
Ultraviolet germicidal light *(includes 1 bulb/year)*	$151.00	
Septic tank	$105.00	
Sewager ejector	$138.00	
Water softener	$105.00	
Backup sump pump *(excludes batteries)*	$82.00	
Tankless or power vented water heater	$105.00	
Swimming pool *(pump and motor only)*	$230.00	
Swimming pool with built-in spa *(sharing common equipment - pump and motor only)*	$250.00	
Exterior hot tub	$137.00	
Duplex *(Gold, $75 service fee option. Call for additional pricing options.)*	$884.00	
Triplex *(Gold, $75 service fee option. Call for additional pricing options.)*	$1254.00	
Fourplex *(Gold, $75 service fee option. Call for additional pricing options.)*	$1675.00	
Single family two-year agreement *(Gold only, $75 service fee.)*	$899.00	
OPTIONAL APPLIANCE COVERAGE (*HOME WARRANTY PLUS GOLD ONLY*):		
Freestanding appliance package *(includes one of each - washer, dryer, refrigerator)*	$171.00	
Second kitchen package *(includes one of each - dishwasher, range or cooktop, built-in microwave)*	$171.00	
Add-on appliances *(each appliance - washer, dryer, refrigerator, range, dishwasher, trash compactor, built-in microwave, disposal, freestanding freezer)*	$82.00	
TOTAL AMOUNT DUE:		

We realize that every home is unique, and we will work with you to find the right coverage options for your home. Give our home warranty specialists a call at 816.763.3330 for help calculating your price or more information.

TERMS AND CONDITIONS

This warranty is between only the seller or buyer (referred to as "you") of the property shown on the warranty confirmation and A.B. May (referred to as "we").

This warranty covers only the systems and appliances noted on the warranty confirmation and located on the covered property. We will repair, replace, or make a reasonable allowance towards replacement at our discretion any covered item in normal operating condition on the first date of the term of this warranty. We and other companies under our direction will provide services for coverage outlined in this warranty. All covered items are subject to these terms and conditions.

TERM

Seller coverage begins when we issue the warranty confirmation number and will remain active throughout the initial listing period, up to 180 days. Buyer coverage is effective on the date of closing, subject to receipt of payment, and will remain in effect for 13 months. *We reserve the right to inspect the covered property and all covered appliances and systems before issuing this warranty.*

PRICE

The base price for this warranty is $384 for Home Warranty Plus Silver and $474 for Home Warranty Plus Gold. Payment, including required additional coverage and any optional coverage selected on the warranty confirmation, is due and payable at closing. It must be received by us within 14 days. Your payment signals the acceptance of the terms of this warranty. *Failure to make payment on time will result in suspension of service.* *See p. 13.*

REQUIRED COVERAGE

Additional coverage is required for homes that have a boiler, more than one water heater, or more than two heating and cooling systems. Required coverage fees are due and payable at closing. Service to any heating and cooling system and/or water heater will not be covered without the additional required coverage. *See p.13.*

SERVICE TIME

We will respond during normal business hours. It is your responsibility to provide access to the covered property for repairs during normal business hours. If you request service after hours, an additional after-hours service fee of $50 will be charged.

EMERGENCY RESPONSE

For emergency service, we will respond within 24 hours of notification. We define emergency as the failure of a covered item which may cause personal injury or substantial damage to property if not addressed within 24 hours of notification.

SERVICE FEE

A service fee will be charged for each trade service call. A trade service call is determined by the type of technician (heating, cooling, plumbing, electrical, appliance) who diagnoses and completes the repair. Service calls for different trades cannot be combined into one call or service fee.

We will guarantee repairs performed under this warranty for 30 days. Exclusions are outlined in this brochure and in writing at the time of repair. We will charge $25 for any returned check or insufficient bank account debit. **Note to Kansas residents: Tax will be added to appliance service calls.**

LIMITATIONS OF LIABILITY

- Our obligation is only to you and is limited to the terms defined in this brochure.
- Maximum coverage under this warranty is $2,000 per trade service call for buyers and $500 per trade service call for sellers.
- Home Warranty Plus includes a one-time $100 credit for buyers towards correcting code violations or conditions that existed before the first day this warranty was in effect.
- Due to the EPA phaseout of R-22 refrigerant, this warranty includes a $250 maximum for R-22 in 2019. Beginning in January 2020, R-22 will no longer be included in this warranty.
- $500 maximum for grey polybutylene pipe.
- We will not be liable for damage from condensation leaks, frozen pipes, or drains.
- We will not be liable for consequential damages.

THIS WARRANTY IS NOT A CONTRACT OF INSURANCE

RENEWAL AND TRANSFER

At our sole discretion and option, you may renew this warranty monthly at the end of your initial term. Renewal warranties continue monthly upon payment at the current renewal rate. You will be notified of any price or term changes 30 days before your renewal, and you will have the opportunity to opt out before your renewal is processed.

If the covered property is sold during the terms of the warranty, you may transfer the warranty to the new home buyer (transferee). Only covered items included in the home sale will continue to be covered. For a transfer to be effective, the transferee must notify us in

(Continues on following page)

TERMS AND CONDITIONS

(Continued)

writing of the sale and provide the transferee's contact information by emailing homewarranty@abmay.com within 30 days of closing on the covered property.

We reserve the right to inspect the covered property and all covered appliances and systems before renewing or transferring the warranty.

DISCOUNTS ON NON-COVERED ITEMS

A 15% discount on non-covered repairs is included in your home warranty. The price quoted at the time of service will reflect this discount. For new equipment and sewer replacement, other promotions and discounts may apply.

TERMINATION

We may terminate this warranty without notice:

- If you fail to pay service call fees.
- In the event of fraud or misrepresentation by you of any fact or circumstance relating to the appliance, electrical, or mechanical systems.
- If we determine the covered property to be unsafe and the conditions are not corrected by you within 30 days of written notification.
- We reserve the right to terminate the contract immediately with written notice to you if the safety or comfort of our technicians is compromised in any way at the covered property. Upon such termination, we will refund the prorated amount of the price you paid for any time left on the term of the contract.

TERMINATION FOR NON-PAYMENT

If you fail to make any payment as required by this warranty, we may terminate the warranty without notice. You acknowledge that all services have been provided under the warranty at a discount and agree that you will be responsible for the full price of all services provided to date at the current rate for like services not provided under a warranty. We will bill you for those services, and payment will be due and payable upon receipt. If this warranty is referred for collection or legal action, you agree to pay us all interest, costs, and expenses including reasonable attorney's fees that we incur.

MODIFICATIONS

The terms of this warranty and the renewal prices are subject to change. You will receive 30 days' notice of any modifications and the option to cancel your warranty if you do not agree to the new price and terms. By making payment, you signal acceptance of the terms of this home warranty.

PRIVACY

A.B. May respects your privacy and wants to let you know that we may use your information in an aggregated manner with your personally identifiable information removed for marketing and other similar uses.

LEGAL MATTERS

The laws of the state where the covered property is located govern the interpretation of this warranty and all other claims.

Each party waives its right to a jury trial in any court action arising among the parties under this warranty or otherwise related to this warranty, whether made by claim, counterclaim, third party claim, or otherwise.

Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor we will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. All disputes must first be submitted to the other party as a formal, written complaint. This can be emailed to resolution@abmay.com with the subject line: Formal Dispute.

SEVERABILITY AND WAIVER

If any part of this warranty is declared invalid, unenforceable or impaired in any way, the validity of the remaining portions will remain in effect as if the warranty had been executed without the invalid portion. The waiver of a breach of any term or condition of this warranty does not constitute the waiver of any other breach of the same or any other term. In order to be enforced, a waiver must be in writing, signed by the waiving party.

ENTIRE AGREEMENT

The warranty confirmation and brochure contain the entire agreement between you and us. It supersedes any prior oral or written agreement. Any modifications must be in writing signed by both parties.

RELATIONSHIP WITH REAL ESTATE FIRM

The named Real Estate firm represents the seller or buyer as well as markets and registers our home warranty products and services only. Purchasing a warranty is not a condition for the purchase of the covered property.

Register your A.B. May Home Warranty Plus

online at hwplusRN.abmay.com

For more information

visit hwplusRN.abmay.com or call our home warranty specialists at 816.763.3330

To schedule service

call 913.383.2222

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